

## ***ACLT's Canoe Trip Waiver and Release of Liability***

Updated June 2020

In consideration of being permitted to participate in a canoe/kayak trip on Hunting Creek ("trip"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. I ACKNOWLEDGE, agree, and represent that I understand the nature of paddle sports and that I am QUALIFIED, IN GOOD HEALTH, IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN THE TRIP and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the trip. If I decide to leave early and not complete the trip as planned, I assume all risks inherent in my decision to leave.
2. I FULLY UNDERSTAND that:
  - a. PADDLE SPORTS AND RELATED OUTDOOR ACTIVITIES IN THE HUNTING CREEK ("activities") INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("risks");
  - b. these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activities, or the conditions in which the activities take place;
  - c. there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my voluntary participation in the trip and activities.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE AMERICAN CHESTNUT LAND TRUST, INC., its agents, administrators, officers, directors, members, volunteers, and employees, other participants in the trip, any sponsors or advertisers, and the State of Maryland, owners and lessors of the premises on which the activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, I, or anyone on my behalf, makes a claim against any of the releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as the result of such claim.

BY REGISTERING FOR THE CANOE TRIP, I CERTIFY THAT I HAVE READ AND AGREE TO THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT AND THAT I HAVE AGREED TO IT FREELY AND THAT I INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS WAIVER AND RELEASE OF LIABILITY IS HELD TO BE INVALID, THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT.

**IF REGISTERING A MINOR:** I CERTIFY I AM THE PARENT OR LEGAL GARDIAN OF THE MINOR ON WHOSE BEHALF I AM REGISTERING. I FURTHER CERTIFY THAT I HAVE READ AND AGREE TO THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT BY AGREEING TO IT, I HAVE GIVEN UP THE RIGHTS **OF THE MINOR ON WHOSE BEHALF I AM REGISTERING** AND THAT I HAVE AGREED TO DO SO FREELY AND THAT I INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS WAIVER AND RELEASE OF LIABILITY IS HELD TO BE INVALID, THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT.