

**EASTERN MOUNTAIN SPORTS, INC. ("EMS") KAYAK SCHOOL
RELEASE AND ASSUMPTION OF RISK AGREEMENT**

Notice: Read this document carefully. This document affects your legal rights, and contains waivers and releases of your rights.

Each person participating in any activity offered by the EMS Kayak School must sign this document. A parent or legal guardian of each participant who is a minor under 18 years old must also sign this document in both his/her individual capacity and his/her capacity the parent or guardian of the minor in order to bind the minor as if he/she was at least 18 years old.

Each reference to "I" or "me" that appears below refers to each adult signing this Agreement and each minor Participant for whom I am signing this Agreement as her/his parent or legal guardian.

I wish to participate in kayaking instruction and activities and other related activities offered by the EMS Kayak School (the "Activity"). I acknowledge that my participation in the Activity involves known and unanticipated risks which could result in physical or emotional injury, musculoskeletal injuries, head injuries, hypothermia, hyperthermia, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the Activity. The risks include, among other things: falling on the ground or into the water; accidental drowning; falling trees, branches or rocks; equipment defects or malfunctions; slipping or falling while getting into or out of boats; slipping or falling on rough or slippery terrain; falling on others; others falling on me; the exposure to natural elements, the forces of nature and environmental hazards; participating beyond my personal limits; weather, fog and limited visibility, heat, sun exposure, water and whitewater rapids levels, movements and conditions, sea conditions, rough seas, surf, eddy and wave conditions, strong currents, steep and breaking waves on seas or fresh water, other boats and ships, exposure to cold water, wild life, insects, trail conditions; or my own or other person's negligence.

I expressly agree and promise to accept and assume all of the risks existing in the Activity. My participation in the Activity is purely voluntary, and I elect to participate in spite of the risks.

I certify that I am in good health and capable of participating in the Activity. I grant permission to EMS to seek and obtain medical care for me and any minor for whom I have signed this Agreement for injury or illness occurring as a result of or otherwise during participation in the Activity.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless EMS and its shareholders, directors, officers, employees and agents (all of which are collectively called the "Released Parties"), from and against any and all claims, demands or causes of action which are in any way connected with my participation in the Activity or my use of equipment or facilities, including any such claims which allege negligent acts or omissions by any of the Released Parties. I also agree that I will not bring any lawsuit or other legal proceeding against any Released Party based on my participation in the Activity. Should any of the Released Parties be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, and in all events agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions that could interfere with my safety in the Activity, or if I do have such a condition, I assume – and bear the costs of – all risks that may be created, directly or indirectly, by the condition.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the Activity, I have waived my right to maintain a lawsuit against any Released Party on the basis of any claim from which I have released it herein.

I acknowledge that photographs may be taken of me in conjunction with participation in the Activity. I grant EMS the unconditional and irrevocable right to use, re-use, publish and exhibit the photographs either alone or accompanied by other materials, in any manner and in any medium now or hereinafter known throughout the world, in whole or in part, in edited, modified or altered format, at any time hereafter for any purpose whatsoever. All photographs will become and remain the sole and exclusive property of EMS, and I will not retain, acquire nor assert now or in the future any right, title or interest in them. EMS shall have no obligation or responsibility whatsoever to me in connection with the photographs or the granting of these rights. I hereby waive and release and forever discharge the Released Parties from any claims that I may now or in the future have in connection with the use of the photographs. → **OVER**

I have had sufficient opportunity to read this entire document. I have read and understood it, have signed it knowingly and voluntarily, and agree to be bound by its terms.

If I am signing this agreement as a parent or legal guardian of a minor under age 18, I confirm that I am granting permission for that minor to participate in the Activity.

I specifically confirm that I providing the releases, discharges, indemnifications and other assurances, certifications and agreements contained herein on behalf of myself and any minor under age 18 for whom I am signing this Release and Assumption of Risk Agreement and that each reference to "I" or "me" shall in this Agreement shall refer to me and to each minor for whom I am signing as her/his parent or legal guardian.

Parent/Adult Participant Name (Print):

Parent/Adult Participant Signature:

Adult Participant Age: _____ Today's Date: ____/____/ 2009

Home Address: _____ Apt: _____

City: _____ State: _____ Zip: _____

Telephone Number: (____) _____ - _____

Email: _____ @ _____

Minor Participant (Write "NONE" if you are not signing for any Participants under age 18)

Minor Participant: _____ Age: _____

If any Minor Participant is listed above, complete the following: Minor Participant Signature

Today's Date: ____/____/ 2009

Home Address: _____ Apt: _____

City: _____ State: _____ Zip: _____

Telephone Number: (____) _____ - _____

PLEASE GIVE COMPLETED AND SIGNED RELEASE AND ASSUMPTION OF RISK AGREEMENT TO EMS STAFF