

READ CAREFULLY

Waiver of Release of Liability

In consideration of Platypus, LLC furnishing services and/or equipment for me to participate in outdoor activities, programs, expeditions, and/or courses planned or supervised by Platypus, LLC I agree as follows. I fully understand that outdoor activities have: (a) inherent risks, dangers, and hazards and such exists in my use of Platypus LLC equipment and my participation in outdoor activities, programs, expeditions and/or courses planned and supervised by Platypus; (b) my participation in such activities and/or use of such equipment may result in injury or illness including but not limiting to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailment that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners or employees of PLATYPUS; the negligence of the participant, the negligence of others, accidents, breaches of contract, the forces of nature, or the causes. Risks or dangers may arise from foreseeable or unforeseeable causes including, but not limiting to, guide decision making, including that the guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe, or kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) by my participation in these activities and for use of equipment I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Platypus LLC, or by any other person.

I, on behalf of myself, me personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Platypus and its owners, agents, officers, and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of misuse of the Platypus equipment or my participation in kayaking activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for negligent acts or other conduct by the owners, agents, officers or employees of the Platypus. I do further authorize Platypus, to photograph, televise, videotape or by any other means, record the image or voice of the participant while engaged in any activity planned or promoted by Platypus, and to use such records for instructional, promotional, or commercial use.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE THE PLATYPUS, pond and beyond on Block Island FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

_____ Signature Age Date

_____ Signature of Parent or Guardian if under 18

Additional persons _____
