

IMPORTANT, READ CAREFULLY: This document affects your legal rights. It must be signed by you, the "participant". It must be signed by your parent or legal guardian if you are a participant under 18 years of age. The parent or legal guardian agrees to these terms individually, and on behalf of the minor, to the extent permitted by law. Only a parent or legally appointed guardian may sign for a minor participant. References in this Agreement to "I" include all who sign below and all minor participants. **THIS DOCUMENT MUST BE SIGNED BEFORE PARTICIPATION IN ANY WATER RELATED ACTIVITY AT A COUNTY PARK.**

COUNTY OF GLOUCESTER WATER ACTIVITIES WAIVER & RELEASE OF LIABILITY

FOR AND IN CONSIDERATION OF the opportunity to participate in canoeing, kayaking, boating, fishing or other water related activities offered at Gloucester County Parks (hereinafter "County"); participant, or the parent or legal guardian of a minor participant, understands, acknowledges and agrees as follows:

1. Canoeing, kayaking, boating, fishing and other water related activities at County Parks can be dangerous, and may include hazards or risks that cannot be reasonably avoided without changing the nature of the activity. Hazards and risks may include exposure to: deep and cold water, rapids, currents, and obstructions such as rocks, trees and debris; steep, slippery and unstable terrain; inclement weather and flash floods; water-borne pathogens; feral animals; and, poisonous plants. Canoes and kayaks may overturn and swamp and may become lodged against or under obstructions; feet and other parts of the body may become entrapped in or under rocks or other objects; participants may strike or be struck by objects, other watercraft, and other persons or participants. There may be other unknown risks, not enumerated herein.

2. I agree to obey all laws and regulations, including, but not limited to, the rules and regulations of the County's Parks Department. I will wear appropriate protective footwear and clothing; and, a securely-fastened USCG-approved personal flotation device (life jacket) at all times during my participation in any water related activity at a Gloucester County Park.

3. I am participating voluntarily in all canoeing, kayaking, boating, fishing or other water related activities at the Park. I am aware of the risks to my person and property by accident, injury or otherwise. I acknowledge and expressly assume all risks of the activity, whether or not described above, known or unknown. I take full responsibility for any injury or loss, including death, which I, or a minor child for whom I sign, may suffer, arising in whole or part out of such activities.

4. A. I hereby release, waive, discharge, and hold harmless, the County and its agents, officers, servants and employees from any and all claims, actions, causes of action, injury or loss which I, or the minor child for whom I sign, to the extent permitted by law, may suffer arising out of or in any way related to my participation in canoeing, kayaking, boating, fishing or other water related activities offered at Gloucester County Parks.

B. I will indemnify, defend and hold harmless the County and its agents, officers, servants and employees from any and all claims, actions, causes of action or losses for bodily injury, property damage, wrongful death, loss of services or otherwise, which may arise out of my participation in canoeing, kayaking, boating, fishing or other water related activities offered at Gloucester County Parks.

5. In the event that any provision of this Agreement shall be, or become, invalid under any law, regulation, or Court decision, such invalidity shall not affect the enforceability of any other provision of this Agreement; so that the remainder of the Agreement shall remain in full force and effect.

6. The terms and provisions of this Agreement shall be construed pursuant to, and in accordance with, the laws of the State of New Jersey. It is agreed that the venue of any action, writ or dispute that may arise out of this Agreement shall be Gloucester County, New Jersey.

7. I agree to pay all costs and attorneys fees incurred by the County in defending any action, claim or suit brought by me, or on behalf of a minor for whom I sign, if the action, claim or suit is withdrawn, or to the extent a Court determines that the County is not responsible for the claimed injury or loss.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT AND AFTER CAREFUL CONSIDERATION, I KNOWINGLY GIVE UP SUBSTANTIAL RIGHTS. I UNDERSTAND THAT ITS TERMS CANNOT BE AMENDED EXCEPT IN WRITING AND THAT IT IS BINDING, TO THE EXTENT ALLOWED BY LAW. FURTHER, I ACKNOWLEDGE: 1) THAT NO CHILD 14 YEARS AND YOUNGER IS PERMITTED IN THIS CANOEING AND/OR KAYAKING ACTIVITY WITHOUT ADULT SUPERVISION, AND; 2) ANY PERSON UNDER THE AGE OF 18 YEARS MUST HAVE A PARENT/LEGAL GUARDIAN SIGN THIS AGREEMENT/WAIVER/RELEASE OF LIABILITY PRIOR TO PARTICIPATION IN ANY WATER RELATED ACTIVITY AT A COUNTY PARK.

Signature _____ Date _____
(Participant/Parent/Legal Guardian)

Name _____ Age _____
(Print)

Address _____ Municipality _____

State _____ Zip Code _____ Phone # () _____

Name of Minor Participant _____ Age _____

Name of Minor Participant _____ Age _____

Name of Minor Participant _____ Age _____

