



Waiver of Liability, Assumption of Risks, Release & Indemnity Agreement

This is a binding legal document. The purpose of this agreement to exempt, waive and relieve *Releasees*, defined below, from liability for personal injury, property damage, wrongful death or other claims that may result from my being a *Participant* in the sport and activities of **Nomad Ventures Limited (trading as NOMAD Sea Kayaking)** specifically extended sea kayaking group trips and paddle sports in general.

In consideration of being permitted to participate in any way in the sport and activities of sea kayaking, and having voluntarily elected to participate, I, as *Participant* and as parent(s) or guardian(s) of a *Participant* who is a minor, if applicable), covenant and agree:

1.1. RULES, TERMS AND CONDITIONS OF PARTICIPATION

I have read and understand the Rules, Terms and Conditions of Participation (and have explained them to my minor *Participant*, if applicable) and will comply with them at all times. Management and/or professional guides, at their sole discretion, may terminate my participation at any time if I fail to abide by the Rules, Terms and Conditions of Participation. ***Management and/or professional guides also reserve the right to modify or cancel sea kayaking activities or trips due to unfavorable weather conditions or technical difficulties.***

1.2. APPRECIATION OF RISK

I comprehend and appreciate that there are foreseeable, unforeseeable and inherent dangers and risks of harm involved in the sport and activities of sea kayaking. I acknowledge that the activities can be physically and mentally intense. I know and understand that the risk of injury from the activities is significant, including the potential for partial or total disability, paralysis and death, and while personal discipline can minimize this risk, the risk of serious injury does always exist. I acknowledge there is a risk that my personal property, including clothing, jewelry, equipment and the like, can be lost, damaged or destroyed.

I recognize that these risks and dangers include, but are not limited to, those arising from participating in an outdoor environment and exposed to the elements. I acknowledge that these risks may arise from the conditions and use of Nomad kayaks and related equipment, ***including general strain injuries from paddling, exposure to the elements including the water and wind, colliding with, or being washed onto rocks, ledges, steep beaches, other paddlers, marine animals or any other substance.*** I understand that these risks and dangers may be caused by my negligence or the negligence of others, including the *Releasees*.



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I acknowledge and understand that included within the scope of this waiver and release is any claim or cause of action arising from the performance, or failure to perform, of any maintenance, inspection, supervision or control of said equipment and for the failure to warn of dangerous conditions existing during a sea kayak trip or excursion, for failure to maintain or inspect equipment supplied to me, for negligent selection or retention of certain *Releasees*, or negligent supervision or instruction by *Releasees*. I understand and agree that all of the risks and dangers described throughout this agreement, including those caused by my negligence and/or others, are included within the waiver and release described herein. I (and as parent(s) or guardian(s) of a *Participant* who is a minor, if applicable), KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN.

1.3. RELEASE & DISCHARGE

I, (and as parent(s) or guardian(s) of a *Participant* who is a minor, if applicable), HEREBY RELEASE, DISCHARGE AND HOLD HARMLESS the *Releasees* from and against any and all claims, liability and/or causes of actions I may have or that may be made on my behalf or by my spouse, children, heirs and legal representatives, for death, wrongful death, personal injury (whether physical, emotional and/or psychiatric or any combination thereof), loss of consortium, property damage and/or breach of contract or any other damage, occasioned by, arising out of or incidental to my participation in the activities of sea kayaking and paddle sports in general WHETHER OR NOT RESULTING FROM OR CAUSED BY NEGLIGENCE by, of and/or on the part of *Releasees*.

1.4. INDEMNITY

I shall defend, indemnify and save harmless *Releasees* from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my participation (or that of my minor *Participant*, if applicable) and to reimburse them for any such expenses incurred. I agree that this Agreement may be pleaded as a bar to any action, suit or proceedings taken at any time against any *Release* by me (or on behalf of my minor *Participant*, if applicable).

1.5. SEVERABILITY

I (and as parent(s) or guardian(s) of a *Participant* who is a minor, if applicable), further expressly agree that the foregoing waiver, assumption of risks, release and indemnity agreement is intended to be as broad and inclusive as is permitted by the UK law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

1.6. BINDING ON SUCCESSORS

This agreement binds the heirs, administrators, executors, personal representatives, dependants (if any) and successors of the *Participant* and ensures for the benefit of Nomad Sea Kayaking, associated businesses & trading companies and its successors and assigns.



1.7. DEFINITIONS

Releasees are Nomad Sea Kayaking, its principals, directors, officers and employees, guides, instructors and all of its agents, representatives, affiliates, suppliers, or distributors.

Participant is the individual who is engaged in the sport and activities of sea kayaking and/or paddle sports identified by NAME, ADDRESS, and TELEPHONE as submitted at the end of this form. For any *Participant* who is under the age of eighteen years, *Participant* includes the *Participant's* parents, guardians or legal representative.

