

## General Liability

# Uncle Ducky Outdoors, LLC Participant Agreement, Release, and Assumption of Risk.

In consideration of the services of Uncle Ducky Outdoors, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "UDO,LLC"), I hereby agree to release, indemnify and discharge UDO,LLC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that sea kayaking entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: boat capsizing; tidal conditions and currents; travel in remote areas; collision with objects or other watercraft; prolonged exposure to cold water, hypothermia, accidental drowning; mental anguish or trauma, illness in remote areas; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lightning; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries; slips and falls while hiking; and rapidly changing adverse weather and water conditions.

Furthermore, UDO,LLC. guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

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

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless UDO,LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of UDO,LLC's equipment or facilities, including any such Claims which allege negligent acts or omissions of UDO,LLC..

4. Should UDO,LLC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

7. I authorize and agree to the reasonable and proper use by UDO,LLC of any and all photographs/Video which may be taken of any aspect of the program and which may include the image of the participant.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against UDO,LLC on the basis of any claim from which I have released them herein.

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

Signature of  
Participant: \_\_\_\_\_

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Print  
Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

Parents or Guardian's Additional Indemnification  
(Must be completed for participants under the age of 18)

In consideration of (print)

\_\_\_\_\_

Minors named ("Minor") being permitted by UDO,LLC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless UDO,LLC from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or  
Guardian: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
\_\_\_\_\_

Updated 7/2007

## Rental Equipment

### **AGREEMENT FOR PARTICIPANT(S) RELEASE AND DISCHARGE OF LIABILITY, ACCEPTANCE OF RESPONSIBILITY, AND EXPRESS ASSUMPTION OF RISK FOR RENTAL OF EQUIPMENT FROM UNCLE DUCKY OUTDOORS, LLC.**

You must read and understand this document before signing it, as it affects your legal rights.

Please Print

Name: \_\_\_\_\_  
\_\_\_\_\_

If under 18, Name of Parent or Legal  
Guardian: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Signature/Date: \_\_\_\_\_  
\_\_\_\_\_

In consideration of the services of Upper Peninsula Marine and Aviation, their employees, agents sub-contractors, and independent instructors included and hereinafter referred to as UDO,LLC, and in consideration of the rates charged for those services, and the right to rent the equipment described on the attached Rental Agreement

the participant (or parent/guardian of the under age 18 participant) do hereby AGREE with UDO,LLC and RELEASE UDO,LLC for the purpose of not holding UDO,LLC liable for acts, negligent or not negligent, of UDO,LLC which result in harm, injury (physical or mental), illness, disease, death or damages to me (or the under age 18 participant) or my property.

#### ACKNOWLEDGEMENT OF RISKS

I understand and acknowledge that the rental in which I (or the under age 18 participant) am about to voluntarily engage in as a participant has inherent risks, some known and some unanticipated, which could result in harm, injury (physical or mental), illness, disease, death, or damages to me (or to the under age 18 participant), or my property or to other third parties. I understand and acknowledge those risks may result in personal claims against UDO,LLC or claims against me (or the under age 18 participant) by other third parties. Among these risks are those which include but are not limited to, the following: as to equipment to be used on water, leaking, tipping, capsizing, sinking; and for equipment to be used on land; structural failure, breakage, failure to perform to my expectations, all of which risks can result in harm, injury (physical or mental), illness, disease, death, or damages to me (or the under age 18 participant) or my property.

#### ACCEPTANCE OF RISK AND RESPONSIBILITY

Being aware that this rental entails risks of injury to myself and a risk of injury to other third parties as a result of my actions, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself (or the under age 18 participant) or to my property arising from my participation in this rental, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to other third parties and their property arising from my participation in this rental. My participation (or that of the under age 18 participant) in this rental is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the risks.

**Uncle Ducky Outdoors, LLC  
434 East Prospect St.  
Marquette, Mi. 49855**

**Section 1: Medical History and Release Form**

Canoeing / Kayaking is a strenuous activity. If you have any questions regarding your health and participation in canoeing / kayaking, please discuss it with your physician. We ask you the following information to be aware of any potential problems and to help you enjoy safely the sport of canoeing / kayaking. Please use additional paper if necessary.

Name:

Address:

City / State / Zip:

Phone #

E-mail:

Height: Weight:

Date of Birth / Age:

**Section 1: General questions**

Describe your swimming ability:

Describe your canoeing / kayaking experience:

How would you describe your general health:

Please list any dietary needs or food allergies:

## Section 2: Medical Information & History

**Have you ever had? (please check the Yes or No column)**

Condition	Yes	No	Condition	Yes	No
Allergies			Diabetes		
Heart Disease			Asthma		
High Blood Pressure			Back Problems		
Dislocations			Muscle Spasms If Yes what triggers them?		
Do you get cold easily?			Are you greatly affected by heat?		
Are you pregnant?			Are you taking medication?		
Any side effects of medication such as sun sensitivity, fatigue, etc.?			Are you allergic to insect bites or bee stings?		
Seizures			If yes, do you carry medication?		
If Yes...what triggers them?					
If Yes...date of last seizure?					
<b>Other</b>			<b>Other</b>		

**If you answered Yes to any of the above items, please explain below:**

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**Medical Information Sheet (cont.) Name \_\_\_\_\_**

Do you have a disability? If yes, please describe:

How long have you had the disability?\_\_\_\_\_

Do you have a mobility impairment? If yes, please describe:

Do you have a sensory impairment (sight, sounds or sensation)? If yes, please describe:

\_\_\_\_\_

So that we can better understand your needs, please list any  
medical, physical, psychological or  
emotional issues not mentioned above:

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**Insurance Information:**

Company Name:

Group / ID #:

Insured persons name:

**Section 3: Waiver and Release Please read carefully**

As part of the consideration tendered for myself (or my child/ward) being permitted to participate in Uncle Ducky Outdoors, LLC. Paddling activities , I agree (for and on behalf of myself and my child/ward) to, and do hereby, waive any and all claims against, and agree to fully release, hold harmless, and indemnify Uncle Ducky Outdoors, LLC, its Board and officers, employees, agents, and volunteers from any and all claims related to any illness, injury, including loss of life, property damage, or loss of any other description which I (or my child/ward) may sustain arising out of, or in any way associated with my (or my child/ward's) participation in Uncle Ducky Outdoors, LLC. Activities

**(If the participant is a minor, the parent(s)/guardian(s) must sign)**

**Signature**

**Date**

**Print Name Relationship to participant**

**CONSENT TO TREAT** (please read and sign below)

In the event of injury or illness, I authorize (on behalf of myself and my child/ward) Uncle Ducky Outdoors, LLC to obtain first aid and/or medical treatment. This release is completed and signed of my own free will with the sole purpose of authorizing medical treatment under emergency circumstances for myself or, in my absence, for the minor child/ward listed.

**Signature**

**Date**

**Print Name Relationship to participant**

**In Case of Emergency - Please contact:**

Name: Name:

Phone (day): Phone (day):

Phone (eve): Phone (eve):

Relation: