

RELEASE, HOLD HARMLESS, AND INDEMNITY AGREEMENT FOR SIUE CAMPUS RECREATION KAYAK

In consideration for Southern Illinois University Edwardsville (SIUE) allowing me to use the following property:

_____ **ONE PERSON KAYAK**

I (for myself, my heirs, executors and administrators) hereby release, hold harmless, discharge, and otherwise agree to indemnify Southern Illinois University Edwardsville, the Southern Illinois University System, their administrators, employees, agents, Board of Trustees, and volunteers ("the Released Parties") hereinafter "SIUE", from and for any and all claims, demands, liability, lawsuits, injuries (including death), property damage, attorney's fees, expenses, costs, causes of action, judgments, or awards of any kind or character ("Loss") that may accrue, arise, or otherwise exist because of my use of the Kayak(s) (hereinafter "Property"). I intend this release to include any Loss sustained by a third party through whom or on behalf of whom (or whose estate) I may assert a claim, lawsuit, or cause of action. I UNDERSTAND AND AGREE THAT THIS RELEASE, HOLD HARMLESS, AND INDEMNITY AGREEMENT EXPRESSLY RELEASES, HOLDS HARMLESS, CONTRACTUALLY BINDS ME TO INDEMNIFY (I.E., REIMBURSE THE RELEASED PARTIES FOR ANY LOSS THEY MAY SUSTAIN, RESULTING FROM A CLAIM BY A THIRD PARTY) AND OTHERWISE EXONERATES THE RELEASED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF MY LOSS. I intend this release, hold harmless and indemnity to be as broad and comprehensive as possible as I do not desire that the Released Parties have any liability, directly to me, my spouse (if any), my child, or indirectly to any medical provider or insurer, arising from my participation in the herein described activity.

In consideration of the obligations hereinafter set forth, I hereby assume all legal and monetary responsibilities and risk for all Property hired or on loan from SIUE, its employees, or agents, as a result of my use, transport, and/or possession of any Property or other property or equipment of any kind or description whatsoever. I agree to return all Property at the set time, date, and location in the same condition as when received. All unreturned or abandoned Property will be considered lost and paid for at that time. SIUE kayaks are registered and titled with Illinois Department of Natural Resources for use on appropriate waterways only. I agree that SIUE is not responsible for any fines, penalties or recovery fees that result from taking kayak(s) onto waters that require additional permits or registrations. Life jackets will be worn at all times and not sat or knelt on. Paddles will be used only to paddle the kayak and not for poling, pushing, or prying the kayak off rocks or obstructions. The boat will not be dragged on course material at any time.

I agree to comply with all federal, state, and local pollution, water, camping, and fire regulations including any emergency orders from the aforementioned. I agree not to litter, trespass, abuse property, or in any way infringe upon the rights of other river users. I understand SIUE and its employees cooperate fully with law enforcement agencies and landowners and will not shield anyone in my group from arrest and/or prosecution for any unlawful act. I understand that the consumption of alcoholic beverages is unsafe during any type of water activity.

ASSUMPTION OF RISK

I voluntarily choose to use the above-referenced Property. I understand that this Property is in used condition and that there are inherent risks in the recreational sports and outdoor pursuits associated with the use of this Property, such as the varying degrees of athletic talent, coordination, and experience of the members of my own party and/or of other individuals with whom I may come in contact. I understand that kayaking can be dangerous and sometimes a life-threatening sport. There are various hazards associated with these kinds of outdoor activities, including tides, currents, the unpredictability of the weather, accidents in remote places (including the possibility of capsizing or becoming entangled), exposure to the elements, and the actions of others. I further understand that the consumption of alcoholic beverages before or during any of these activities increases these risks of personal injury, property damage or death. On behalf of myself, my heirs, executors and administrators, I voluntarily assume any and all risk of loss as defined and described in the above agreement.

I have read, understand, and have freely and voluntarily signed this Release, Waiver of Liability, Assumption of Risk, & Covenant Not To Sue Agreement. I warrant that I am over the age of 18 years.

Participant's Name (please print clearly)

Signature

Date