

WALLACE LAKE WAIVER AND RELEASE

PLEASE READ & SIGN WAIVER: As part of the consideration tendered for myself (and/or my child/ward) being permitted to rent, operate or be a passenger on kayaks, paddle boats, and/or stand-up paddleboards:

I recognize and acknowledge that there are risks associated with the aforementioned activity or activities, including but not limited to, serious injury or death, and I should not engage in the aforementioned activity or activities unless medically able to do so. I agree (on behalf of myself and/or my child/ward) to utilize appropriate safety equipment, including but not limited to a U.S. Coast Guard approved lifejacket. I assume all risks associated with the aforementioned activity or activities including but not limited to; falls, trips, being struck by, struck against, compressed in, caught in between, entangled, rubbed, abraded or jarred by vibration from equipment or materials, trail and water conditions, traffic, effects of weather, contact with other participants or the natural environment, misuse or failure of equipment, drowning, and collision with another craft, person, or object in the water. I waive all claims that I might have based on any of those and other risks typical in this type of activity. I am aware staff/volunteers may provide support for this activity or activities, including but not limited to the administration of: first aid, CPR (cardiopulmonary resuscitation), or the use of an AED (automated external defibrillator). I authorize any such staff/volunteers to assist me (and/or my child/ward) and/or to provide such assistance as, in the opinion of such person may be necessary or appropriate. I understand that Cleveland Metroparks, nor any of its supporting sponsors, assume any responsibility or liability with respect to my (and/or my child/ward) participation in this activity or activities. I agree and hereby waive (on behalf of myself and/or my child/ward) all claims against, and agree to fully release, hold harmless, and indemnify the Board of Park Commissioners of the Cleveland Metropolitan Park District, its officers, employees, agents, sponsors, and volunteers from any and all claims or liabilities of any kind relating to any illness, injury, including loss of life, property damage, or loss of any other description which I (and/or my child/ward) may sustain arising out of, or any way associated with, my participation (and/or my child/ward's participation) in this activity or activities, even though liability may arise out of negligence or carelessness on the part of the persons named in this waiver.

I also agree to be responsible for each kayak(s), paddle boat(s), stand-up paddleboard(s), and associated equipment, including but not limited to, paddles, and flotation devices rented, and if lost, stolen or damaged beyond normal wear and tear, I will pay the replacement value of the item that is lost or stolen. If payment was made by credit card, I understand this cost will be charged to my credit card.

I understand that the weight limits for the equipment are: paddle boats (2-3 seats = 600lbs. and 4-5 seats = 825 lbs.) and kayaks/stand-up paddleboards (275lbs.). I agree not to exceed these limits.

Authorization and Consent to Treat

In the event of injury or illness, I authorize on behalf of myself (or my child/ward) Cleveland Metroparks to obtain first aid and/or medical treatment at the nearest and most adequate facility of Cleveland Metroparks' choice.

Photo and Video Release

I hereby authorize Cleveland Metroparks to use, reproduce, and/or publish photographs and/or video that may pertain to me (or my child/ward), including my (or my child/ward) image, likeness and/or voice without compensation. I understand that this material may be used in various publications, public affairs releases, recruitment materials, broadcast public service advertising (PSAs), multimedia exhibits or for other related endeavors. This material may also appear on Cleveland Metroparks or project sponsor's Internet web page and/or digital social media services.

It is agreed that this document shall be interpreted according to the laws of the State of Ohio.

By signing this document, I acknowledge that I have completely read and fully understand the above waiver, releases, authorization and consent and agree to be bound thereby. **(if the participant is under 18 years of age, the parent/guardian must sign).**

Signature: _____ Today's Date: _____

Phone Number: _____ Date of Birth: _____

Signature: _____ Today's Date: _____

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