

ALLEGANY-LIMESTONE CENTRAL SCHOOL DISTRICT  
3131 Five Mile Road  
Allegany, NY 14706

KAYAK USAGE  
(May through October)

Kayak Use Agreement:

The User ( \_\_\_\_\_ ) hereby agrees to be bound by the following terms and conditions:

1. INDEMINIFICATION AND HOLD HARMLESS: The User shall indemnify and hold harmless the District and any of its officers, employees, servants, agents, and contractors from any and all loss, liability, claims, or expenses arising out of the use of the property belonging to the District by the User.
2. There will be NO fee for the use of this equipment, however, the User agrees to return the equipment in the same condition as received, and in the event the equipment is not returned, returned with damage or in unacceptable condition, the User agrees to make appropriate cost restitution to the District.
3. Kayaks can be signed out for a maximum of four (4) days (Friday through Monday) by contacting Kristin Colburn at 716-375-6600, ext. 2006. Kayaks, U.S. Coast Guard approved lifejackets, and paddles can be picked up on Fridays and returned on Mondays between the hours of 8:00 am – 11:00 a.m. The User must bring and present his or her school photo ID/driver's license at the time of sign out.
4. The User agrees to thoroughly clean and return all the equipment at the specified return date and time or to return the equipment to the District upon request in the event of a District need. Failure to clean the equipment may result in loss of privileges.
5. Kayaks may only be used when the combined outdoor temperate and water temperature is 120 degrees or above.
6. The User agrees to use all recommended safety precautions and use all safety equipment when using the kayaks, including but not limited to Coast Guard approved lifejackets.

**Please read and be certain you understand the implications of signing. You are encouraged to ask any questions necessary to increase your understanding of such implications.**

I, \_\_\_\_\_ (participant), do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with participation in borrowing kayaks at Allegany-Limestone Central School District.

Despite these and other risks, and fully understanding such risks, I wish to participate in borrowing kayaks and assume the risk. I also hereby hold harmless Allegany-Limestone Central School District and indemnify it against any or all claims, actions, suits, procedures, costs, expenses (including attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from any and all aspects of my borrowing kayaks. I hereby release the Allegany-Limestone Central School District from all such liability, and I understand that this release shall be binding.

### **Inherent hazards and risk:**

I acknowledge that this activity is a test of my physical limits and carries with it the potential for serious injury or death.

It is understood that the inherent dangers and risks of participating in the above activity include, but are not limited to, serious head neck, back and spinal injuries which may result in complete or partial paralysis; brain damage; serious injury to virtually all internal organs; serious injury or strain to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the muscular skeletal system; serious injury or impairment to other aspects of my body, general health and well-being; and death. It is understood that the dangers and risk of participating in the above activity may result not only in serious injury, but in a serious impairment of my future abilities to earn a living; to engage in other business, social and recreational activities; and generally, to enjoy life.

The risks that I assume include all forms of loss or damage to person or property.

*Weather conditions, terrain, other physical conditions:* I agree and understand that among the inherent risks of kayaking are: changing weather conditions, snow or ice conditions, rocks, stumps, debris, posts, trees, ramps, and other natural and man-made hazards. I understand that participation in this activity may result in unavoidable injury due to the height, rotation, and motions involved in a unique environment.

I recognize that inherent risks exist from exposure to natural elements and temperature extremes may include frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.

Exposure to various situations: I recognize that accidents or illness may occur in remote places where there are no available medical facilities.

I recognize that fatigue, exhaustion, chill, and/or dizziness may diminish my reaction time and increase the risk of accident that may cause or lead to injury and/or death.

*Equipment:* I understand that possible equipment failure and/or malfunction or misuse of equipment is an inherent risk.

*Other action by myself:* I understand that among the inherent risks are: falling, loss of control, my exceeding my ability; my own negligence and/or the negligence of others, including but not limited to operator error and decision making including misjudging terrain, weather, or other obstacles.

I agree to inspect all equipment before use and ask questions if I do not fully understand how to use the equipment.

I agree I will wear approved protective gear as identified by the Allegany-Limestone Central School District despite my understanding that protective gear cannot guarantee my safety.

I hereby voluntarily assume all risks and hazards associated with such participation. I also agree to waive all claims of whatever nature, fully and finally, now and forever, or myself, my estate, my heirs, my administrators, my executors, my assignees, my successors, and for all members of my family, and to release, exonerate, discharge and hold harmless the Allegany-Limestone Central School District, their trustees, officers, agents, servants, employees, from any and all liability, claims, cause of actions or demands arising out of any injuries to person or property, or losses of any kind and nature whatsoever, which may result from or occur in connection with my participation in kayaking.

**Certifications:**

I certify that I am physically fit, in good health, do not suffer from any illness, disability, condition or ailment which could be exacerbated by my participation in the event, and have not been advised otherwise by a qualified medical person.

User Contact Information:

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

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

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

If under 18 years of age, please add your age: \_\_\_\_\_

Signature (if under 18 years old, parent/guardian sign) : \_\_\_\_\_ Date: \_\_\_\_\_