

Parent/Guardian Name _____

Child's Name _____

Primary Phone _____ Second Phone _____

Street _____

City _____ State _____ ZIP _____

Add to: Mailing List E-Mail List: _____

**This document affects your legal rights.
You must read and thoroughly understand it before you sign it.
This form must be presented in person by a parent, teacher, or camp group leader.**

I attest that I am the Parent or Legal Guardian of the Child named above (herein referred to as "my child"). _____
initial

STATEMENT OF RISKS: There are significant elements of risk in any adventure, sport, or activity associated with watersports, the outdoors, the presence or use of motorized watercraft, and activities incidental thereto (referred to herein as "the Activity"). Although we have taken reasonable steps to provide you and/or your child with appropriate equipment, **the Activity is not without risk.** Certain risks cannot be eliminated without destroying the unique character of the Activity. The same elements that contribute to the unique character of the Activity can be causes of loss or damage to equipment, cause accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for the Activity. We do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

ACKNOWLEDGEMENT OF RISKS: I acknowledge that the following describes some, but not all, of the risks of participating in the Activity: 1) Changing water flow, currents, wave action and boat wakes; 2) Collision with any of the following: other participants, the interior of the watercraft in which I am riding or any other portion of said craft, other watercraft, and man-made or natural objects; 3) Inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) Collision or capsizing, or other hazard which results in wetness, injury, exposure to the elements, hypothermia, or drowning; 5) Getting in or out of the craft; 6) Equipment failure or operator error; 7) Heat- or sun-related injuries or illnesses including sunburn, sunstroke or dehydration; 8) Fatigue, chill, and dizziness, which may diminish my reaction time and increase the risk of an accident.

I am aware that the Activity entails risks of injury or death. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death as a result of participation in the Activity.

(Please Turn Over...)

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I hereby knowingly and freely assume all such risks, both known and unknown, including full responsibility for and risk of bodily injury, death or property damage as a result of my child's participation in the Activity and/or my child's use of the rented equipment, even if the injury, death or property damage is caused, in whole or in part, by the negligence of Charles River Recreation, Inc., the Commonwealth of Massachusetts Department of Conservation and Recreation, the City of Newton, BMR Kendall Development LLC, TP/P Kendall Square LLC, TP/P Kendall Square II LLC, TP/P Kendall Retail LLC, Twining Properties LLC, TP Watermark Two LLC, TP Watermark Holdings II LLC, TP Watermark One Retail LLC, TP Kendall LLC, Watermark II Member LLC, Principal Real Estate, Principal Life Insurance Company, Principal Life Insurance Company for its Principal U.S. Property Separate Account, Watermark I Retail and Fitness Condos LLC, Wachovia Financial Services Inc., RREEF America REIT II Corp. PPP, RREEF Management Co., Kendall Square Corporation, and any or all of their owners, officers, directors, agents, subsidiaries, committees, boards, and employees (hereinafter "the releasees").

I verify that my child is physically fit and sufficiently qualified, trained and capable to participate in the Activity. I assume full responsibility, for myself and any minor children for whom I am responsible, for any bodily injury, accident, illness, death, loss of personal property and expenses related thereto as a result of any accident which may occur while I participate in the Activity. I assume the risks of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, contusions, dehydration, drowning, oxygen shortage (anoxia), exposure, head, neck, and spinal injuries, bite or attack by an animal or insect, allergic reaction, shock, paralysis or death.

My child and I agree to refrain from using alcohol or drugs prior to and during my participation in the Activity. I agree to wear a Coast-Guard-approved personal flotation device (PFD or life jacket) during the entire time that I am participating in the Activity. I agree that the rented boat will not be removed from the body of water on which the rental facility is located, including portaging around any dams or transiting the Charles River locks into Boston Harbor.

If I observe any unusual significant hazard during my presence or participation in the activity, I will remove myself from participation and bring such to the attention of the nearest staff member immediately.

RELEASE & WAIVER OF LIABILITY: I, the undersigned, for myself, my heirs, representatives, assigns, and next of kin, in consideration of the rental of equipment to me, do fully and forever release, waive, discharge, and covenant not to sue Charles River Recreation, Inc., the DCR and all of its owners, officers, directors, agents and employees ("the releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for death, personal injury, or property damage and from any and all claims, demands, suits, loss, and causes of action asserting or on account of death, personal injury, or property damage suffered or sustained by my child or any person or property as a result of or arising out of my child's participation in the Activity, whether or not caused in whole or in part by the negligence of the releasees or otherwise.

I agree that any and all disputes between myself and the releasees arising from my participation in the Activity and/or use of this equipment, and including any claims for personal injury and/or death will be governed by the laws of the Commonwealth of Massachusetts and exclusive jurisdiction thereof will be in the state court residing in the county where the alleged tort occurred or the federal courts of the Commonwealth of Massachusetts.

I, the undersigned, acknowledge that I have read and understood the terms of the rental and release agreement and voluntarily and freely agree to its terms. I agree that no oral statements, representations, or inducements, apart from the language of the above agreement, have been made. I take full responsibility for any minors under the age of 18. I will be responsible for the full replacement cost of any equipment I have rented from Charles River Recreation, Inc. and agree to pay for damages to or replace any equipment I or my child have rented from Charles River Recreation, Inc. in the event of any damages other than reasonable wear and tear.

Valid for Single Date: ___/___/___ or Valid Until Date: ___/___/___

Print Parent/Guardian Name _____ Date ___/___/___

Signature _____

I attest that this form was received from a parent, teacher, or camp group leader. _____

Charles River Canoe & Kayak Employee Initials