



Silent Wake

Silent Wake, LLC Release and Acknowledgment of Risk

In consideration of the services of Silent Wake, LLC, its owners, agents, officers, volunteers, participants, employees, and all other persons or entities acting on its behalf. I hereby agree to release and discharge Silent Wake, LLC, on behalf of myself, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that sea kayaking, stand up paddle boarding, canoeing, camping, hiking, sailing, and other adventure activities, including travel into remote areas entails known and unanticipated risks which could result in severe 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 compromising the essential qualities of the activity.

These risks include, but are not limited to: capsize, collision with objects or other watercraft, exposure to turbulent water, rain, and cold, contact with poisonous or injurious plants, venomous and/or aggressive animals, and illness in remote areas where definitive medical care might be delayed. These and other unforeseen risks could result in severe injury or death from hypothermia, accidental drowning, or trauma to skeletal, muscular, nervous, circulatory, respiratory and lymphatic systems.

Furthermore, Silent Wake, LLC guides have difficult jobs to perform. They seek safety, but are not infallible. They might be ignorant 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 to accept and assume all the risks existing in this activity. My participation in the 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 Silent Wake, LLC from any and all claims, demands, or causes of actions, which are in any way connected with my participation in this activity or my use of Silent Wake's equipment or facilities, including any such claims which alleged negligent acts or omissions of Silent Wake, LLC.

4. I certify that I have insurance to cover any injury or damage I might cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume, and bear the cost of, all rights that may be created, directly or indirectly, by any such condition.

5. In the event that I file a lawsuit against Silent Wake, LLC, I agree to do so solely in the State of Wisconsin, and agree that the substantive laws of that state shall apply in that action. I agree to indemnify and hold Silent Wake, LLC harmless for all costs and attorney's fees incurred to enforce this agreement.

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

Media/Photo Waiver: Undersigned authorizes and gives full consent to released parties to copyright and/or publish for public view any and all photographs, digital recordings, videotapes, and/or film in which participant appears. Undersigned agrees the released parties may transfer, use, or cause to be used, these photographs, digital recordings, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations. (Initials) _____

Name _____ Date _____
Print Name _____ Phone _____
E-mail _____ ACA # _____
Address _____ City _____ Zip _____

Emergency Contact (Name and Phone#) _____

Participant's Signature _____

For participants under the age of 16: In consideration of _____ (minor's name) being permitted to participate in Silent Wake, LLC activities and to use its equipment and facilities, I further agree to hold Silent Wake, LLC harmless for any and all related claims brought by, or on behalf of this Minor.

Name _____ Date _____

Parent or Guardian's Signature _____