

ASSUMPTION OF RISK AND RELEASE OF LIABILITY



Organization: Unpack & Kayak

Activity: 3-day, 2-night Kayak Trip Through Maas en Waal

Date of Trip: ____ / ____ / ____ — ____ / ____ / ____

Participant Legal Name: _____ *

Participant Phone Number: _____

Participant E-mail Address: _____

I, undersigned, completely understand and realize that participation in the above mentioned activity could include actions or tasks which might be dangerous or hazardous to me. By signing below I acknowledge that I have read, understand, and agree to all terms and conditions and clauses below. I furthermore agree to release Unpack & Kayak from any forms of liability, including but not limited to the following:

1. I acknowledge that Unpack & Kayak is not responsible for any action of mine and cannot be held liable for fines, claims, or damage of any kind that might occur to me during the event.
2. I have health insurance, as is mandatory by Dutch law. I am aware that while it is not mandatory, it is encouraged to also have travel insurance which in particular covers dangerous sports and repatriation.
3. At all times while in the vessel, I will wear my life jacket in the correct way, which is equipped with reflective pads and a whistle.
4. My €150.- deposit may be used to cover the costs of cleaning, repairing, repatriating, or the replacement of goods and materials that have been made dirty, damaged, or lost during my trip. In addition to these costs, an administrative fee may be withheld.
5. Should the damages or losses that a group member creates exceed the sum total of their deposit, I agree that my deposit can be used to further cover the cleaning, repairing, repatriating, or replacement costs.
6. In the event that the combined deposits listed in article 5 are not sufficient to cover the costs, I agree to pay the remainder of the expenses within 3 weeks of completing the trip.
7. I am aware that there will be other vessels on the water, and that they may pose a risk to my safety. In the case of kayaking on shipping rivers like the Maas, Meuse, or any similar river, I will remain on the sides of the river, and not kayak in the fairway.
8. I am fully informed or otherwise aware of, and fully assume, all risks to person and property (campsite and kayaks among others) in connection with my participation in the Activity, including, but not limited to, property damage and loss, personal injury, disability, death, or actions of any kind which may hereafter occur to me, during my participation in the activity.
9. I waive, release, and discharge any and all liability Unpack & Kayak and/or their representatives, employees, volunteers, activity holders, activity volunteers, from and for any and all demands, actions, losses, liabilities, costs and expenses, from any cause whatsoever.

10. I understand that the starting location and the end destination of the trip is Veerweg 1, 6627 AE Maasbommel. I agree that if I do not end the trip at the starting location the costs of repatriating company goods may fall under article 4.
11. When on the water I will remain in a sober state from drugs and alcohol.
12. In the case that the group finds themselves in a (potentially) dangerous situation, the appointed responsible person will be in charge of bringing the group to safety. I agree to listen to their directions and follow their instructions.
13. If a group member decides to take part in the discount option whereby trip content (photos and videos) may be sold to Unpack & Kayak, I may be photographed or filmed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose, such as promotion, by the Activity holders.
14. If I, or my group decide to prolong the duration of the trip past the indicated date, the agreements and releases of liability listed above will still apply to participants.

Door hier uw handtekening neer te zetten erkent u dat u de bovenstaande tekst begrijpt, en met de voorwaarden akkoord gaat.

Signature: _____ *

Date: ____ / ____ / ____ *

Emergency Contact 1 Name: _____

Emergency Contact 1 Relation: _____

Emergency Contact 1 Phone Number: _____

Emergency Contact 2 Name: _____

Emergency Contact 2 Relation: _____

Emergency Contact 2 Phone Number: _____