

ADULT & MINOR PERMISSION FORM & RELEASE

IMPORTANT. READ CAREFULLY. This document affects your legal rights. You must sign this document, if you are the person renting or otherwise using equipment from, or participating in activities offered by, Outdoor Recreation of Hopkinton ("ORH"). (Each such person is referred to herein as a "Participant").

You must also sign this document if you are the parent or legal guardian of a Participant under 18 years of age (a "Minor Participant"), in which case you are signing this document personally and on behalf of each person listed as a Minor Participant below. Any reference to "I" or "my" in this document refers to the person signing this document and to each person listed as a Minor Participant below, and all covenants herein shall be binding upon each such Minor Participant as if he or she was 18 years of age or older and had signed this document.

Permission for Minor Participant. I represent and warrant that I am the parent or legally appointed guardian of each Minor Participant listed below. I hereby grant permission for each such Minor Participant to participate in activities offered by ORH including but not limited to hiking, boating, sailing, kayaking, canoeing, rowing, and / or pedal boating at Hopkinton State Park, Ashland State Park, or Lake Whitehall using equipment rented from ORH at any time from the date set forth below to the end of the current calendar year.

Assumption of Risks. I fully understand and acknowledge that there are risks and dangers inherent in hiking and my use of boating, sail boating, kayaking, canoeing, rowboat or pedal boat equipment, and that my participation in hiking, boating, sail boating, kayaking, canoeing, rowing or pedal boat activities could result in my suffering injury or illness, including, but not limited to, bodily injury, disease, strains, fractures, partial or total paralysis, or even death. I acknowledge that the foregoing risks and dangers may be caused by the negligence of ORH's owners, employees, officers or agents, the negligence of other participants in the watercraft activities, by accidents, or by the forces of nature or other foreseeable or unforeseeable causes, including, but not limited to, trail conditions, water level, weather conditions, falling out of a sailboat, kayak, pedal boat, rowboat, or canoe, drowning and such other risks, hazards and dangers that are inherent in any recreational activities. **I hereby assume all risks and dangers and all responsibility for any losses and/or damages relating to the activities conducted by ORH.**

Release. I, on behalf of myself and my personal representatives and heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify ORH and its owners, agents, officers, employees, contractors and volunteers from (i) any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of, or may be related in any way to, my use of ORH equipment or my participation in ORH activities and (ii) any claim of liability by or for a Minor Participant for whom I sign arising out of or in any way related to participation in the activities offered by ORH or the use of its equipment. **I specifically understand that I am releasing, discharging and waiving any claims or actions that I or any Minor Participant for whom I am signing may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, employees, contractors or volunteers of ORH.**

Safety Requirements. I hereby acknowledge that I must wear an approved personal flotation device (lifejacket) at all times while on the water. Furthermore, I affirm that I will not be under the influence of alcohol or any controlled substance, and will not carry, use, or consume these substances, before or during my participation in activities conducted by ORH or my use of equipment rented from ORH.

Health and Age. I am in good health and am at or above the minimum age stated in ORH's advertising for each activity in which I will participate. I understand that strenuous physical exertion may be required; I have no known physical disabilities or health problems, which will increase any risk arising from my participation in the activities. **I grant permission for ORH to seek medical care for my child, children, others within my care, or myself needed for injuries as a result of participation in ORH activities.**

Use of Photos. I authorize ORH to use or display any photos, slides, films, or sketches of me that may be taken while participating in ORH activities for publicity, advertising, promotion or other commercial purposes on websites, in written publications and otherwise.

Equipment I will be responsible for the full replacement cost of any equipment I have rented from ORH and agree to pay for damages or replacement for such equipment other than reasonable wear and tear.

Outdoor Recreation of Hopkinton: Boating Camp 2008 Waiver Form

Disputes. I agree to submit any dispute between us in connection with the interpretation of this Permission Form & Release or otherwise in connection with my participation in activities conducted by ORH that cannot be resolved by mutual agreement to a mediator recognized by the Superior Court or the District Court of Middlesex County, Massachusetts. Said courts shall have exclusive jurisdiction over any such dispute that is not resolved by mediation. I will pay all costs and attorneys' fees that ORH may incur in defending any claim or suit that I might bring, if the claim or suit is withdrawn or to the extent that a court or mediator determines that ORH is not responsible for the claimed injury or loss.

Binding Effect. This agreement shall be binding on each person signing below and on each person listed as a Minor Participant below, and our respective heirs, successors, assigns, administrators and executors.

I HAVE READ THE ABOVE AND, BY SIGNING IT, I HEREBY GRANT PERMISSION FOR THE MINOR PARTICIPANTS LISTED BELOW TO PARTICIPATE IN ORH'S ACTIVITIES INCLUDING HIKING, SAILING, KAYAKING, CANOEING, ROWING AND PEDAL BOAT ACTIVITIES, AND EACH MINOR PARTICIPANT AND I ASSUME AND ACCEPT ALL RISKS ASSOCIATED THEREWITH.

THIS RELEASE IS ENTERED INTO VOLUNTARILY AFTER CAREFUL CONSIDERATION AND AMPLE OPPORTUNITY TO ASK QUESTIONS OF ORH'S REPRESENTATIVES.

Parent/Adult Name (Print) _____
Please print neatly and legibly First Name Last Name

Signature _____

Today's Date: ____/____/2008

Street Address : _____ Apt: _____

City: _____ State: _____ Zip: _____

Primary Phone #: _____ Phone # 2: _____

Email: _____@_____

Minor Participant #1: _____ Age: _____

FULL DAY OPTION KAYAK/CANOE AM PM SAIL. AM PM CAMP START DATE ____

Minor Participant #2: _____ Age: _____

FULL DAY OPTION KAYAK/CANOE AM PM SAIL. AM PM CAMP START DATE ____

Minor Participant #3: _____ Age: _____

FULL DAY OPTION KAYAK/CANOE AM PM SAIL. AM PM CAMP START DATE ____

WAIVER MUST BE SIGNED AND RETURNED IN ORDER TO PARTICIPATE IN CAMP

Please mail completed waiver to: ORH Registration, 137 Hayden Rowe St Hopkinton MA 01748

Or give to ORH staff on the first day of camp