

**Rocky Mountain Canoe Club, an ACA Paddle America Partner  
WAIVER / RELEASE rev. 1/1/2022**

This waiver / release is a LEGAL INSTRUMENT. If you do not understand it, consult your attorney.  
 WHEREAS, I (we) intend, or am (are) about, to engage in canoeing activities upon rivers, lakes, and/or other waterways, which activities have been organized by ROCKY MOUNTAIN CANOE CLUB (RMCC) of Denver, Colorado; and  
 WHEREAS, I (we) am (are) doing so entirely upon my (our) own initiative, risk, and responsibility, and am (are) duly aware that risks and hazards are, or may be, inherent in such canoeing activities; and  
 WHEREAS, I (we) elect voluntarily to engage in such activities having only limited knowledge of conditions and understanding that conditions may be more hazardous and dangerous than I (we) presently believe; I (we) further understand and expect that my (our) conduct during such activities shall be dictated by my (our) own decisions as to if and how to deal with any particular stretch of river, lake or other waterway; and  
 WHEREAS, I (we) understand that ROCKY MOUNTAIN CANOE CLUB, its officers, directors, and trip leaders in particular and its members in general organize such activities solely for the pleasure and enjoyment of the participants; and  
 WHEREAS, I (we) am (are) supplying for my (our) own use such first aid, safety and medical supplies as I (we) deem necessary and I am (we are) not relying upon the members or leaders for such items; and  
 WHEREAS, I (we) recognize that neither ROCKY MOUNTAIN CANOE CLUB, nor its several officers, directors, members and leaders are responsible for my (our) participation in any particular activity nor for the participation of other people and that in no event is the Club or its officers, directors, members or leaders responsible for my (our) conduct or the conduct of others sharing such participation; and  
 WHEREAS, my (our) participation is in no way based upon any representations made by any members, officers, directors or leaders as to the difficulty, danger or hazard of such activities, but rather because of my (our) independent desire to participate in such activities with other people with similar interests;  
 NOW, THEREFORE, I (we) do hereby, for myself (ourselves), my (our) heirs, executors, assigns, and administrators, release, and forever discharge ROCKY MOUNTAIN CANOE CLUB of Denver, Colorado, and all of its officers, directors, agents, leaders, and members individually and collectively, from any and all claims, demands, actions or causes of actions now or hereafter arising on account of my (our) death or on account of any injury to me (us) or damage to my (our) property, or on account of the injury or death suffered by any other person which may occur from any cause while I (we), or any other person, may be engaged in activities of ROCKY MOUNTAIN CANOE CLUB, excepting road transportation operations incident thereto, unless such death, injury, or harm results from gross negligence or willful misconduct.  
 This WAIVER / RELEASE shall be binding in all its terms for all activities of ROCKY MOUNTAIN CANOE CLUB.

I (WE) HEREBY CERTIFY that I (we) have read the foregoing WAIVER / RELEASE, understand it in all its terms and conditions and sign it voluntarily and intelligently, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

<b>Print Name</b>	<b>Signature</b>	<b>List all children who engage in RMCC activities:</b>
_____	_____	_____
_____	_____	_____

SIGN HERE

As the parent(s) or guardian(s) of the aforesaid minor(s), I (we) have signed the foregoing Waiver/Release and approve of my (our) child's (children's) or ward(s)'s participation in the activities. I am (We are) aware that the attendant risks, hazards, potential for injuries, lose or death stated in the Waiver/Release may well be greater for a minor's participation, but I (we) assume these risks as parent(s) or guardian(s) of the above named and herewith forever release, remise and discharge ROCKY MOUNTAIN CANOE CLUB as specified in the foregoing Waiver/Release.

**Signature of parent or guardian:** \_\_\_\_\_

**MEMBERSHIP APPLICATION & RENEWAL for ROCKY MOUNTAIN CANOE CLUB  
An ACA Paddle America Partner**

Check if all info same as last year: \_\_\_\_\_ Check one: Member Renewal \_\_\_\_\_ New Membership \_\_\_\_\_

**Please print Check all that apply .**

Adult #1 _____	Adult #2 _____	Need a partner _____
Address _____		Need a boat _____
City _____	State _____	Zip _____
Hm Phone _____	Cell #1 _____	Cell #2 _____
Email #1 _____	Email #2 _____	Want to lead trips _____

Dues are \$10.00 per household per year. Make checks payable to **ROCKY MOUNTAIN CANOE CLUB**.

Mail this completed Waiver/Membership form together with your check or money order to:

ROCKY MOUNTAIN CANOE CLUB, P.O. Box 18064, Boulder, CO 80308-1064.

For questions, contact one of the club officers at CONTACTS on the club website (rockymountaincanoeclub.net)

**YOUR SIGNATURE AND DATE ARE REQUIRED ON THIS WAIVER AND THE COVID WAIVER ON PAGE 2**

**WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

**ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT**

In consideration of being allowed to participate on behalf of THE ROCKY MOUNTAIN CANOE CLUB in its scheduled activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS (insert name of sports organization) their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of participant: \_\_\_\_\_

Participant signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: \_\_\_\_\_

Parent guardian/signature: \_\_\_\_\_

Date signed: \_\_\_\_\_