



**AGREEMENT OF PARTICIPATION AND RELEASE OF LIABILITY FOR THE FOLLOWING WATERFEST ACTIVITIES**

**Saturday, May 30, 2020**

- Canoes, Kayaks, Rowboats - Saint Paul Parks and Recreation and Twin Cities Paddlesports
- Fiberglass board, Inflatable kayak, and paddle board, inflatable docks, kids inflatable board, inflatable multi-person board – Paddle North
- Flat-water canoes and kayaks – Twin Cities Paddlesport Risk Management, LLC
- Climbing Tower - Saint Paul Parks and Recreation - The Auto Belay Safety System for the Climbing Tower requires that all participants weigh a minimum of 40 lbs. and a maximum of 250 lbs.
- Voyageur Canoes - Wilderness Inquiry
- Fishing Contest – Joe’s Sporting Goods
- Sailboats - Washington NJROTC and Saint Paul Public Schools

*Please read carefully and sign below if you agree to all of the terms.* I recognize there is a significant element of risk in any adventure sport and/or activity associated with the outdoors. Knowing the inherent risks, dangers and rigors involved, I certify that I and/or my family (including any minor children and/or legal ward(s)), are fully capable of participating in the activities, and wish to do so as voluntary participants. In consideration of Saint Paul Parks and Recreation, Wilderness Inquiry, Joe’s Sporting Goods, Minnesota Army National Guard, Twin Cities Paddlesports, Rice Creek Boat Club, Paddle North, Paddlesport Risk Management, LLC, Washington NJROTC, Saint Paul Public Schools, Ramsey-Washington Metro Watershed District and WaterFest (the Providers) providing this adventure sport or outdoor opportunity to me and/or my family and/or my legal ward(s), I hereby waive, release and discharge all actions, claims and demands for bodily injury, personal injury and/or property damage that may hereafter accrue against the Providers, their employees, agents, sponsors or assigns arising out of ordinary negligence. I further agree that except in the event of the Providers’ gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action against the Providers, their employees, agents, sponsors or assigns. While participating in kayak and canoe activities, WI will provide a Coast Guard approved Personal Flotation Device (PFD) of the proper size and I agree to wear the properly fitted, serviceable PFD at all times when the vessel is in motion. This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, exclusive of Minnesota’s choice of law provisions. I give permission to the Providers to use photographs taken of me for promotional purposes. If I do not want photos of myself or family members listed below used for promotional purposes, I will let a staff person know at sign in. I have read, understand, and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me during the entire period of participation in the Providers’ activities at WaterFest.

**PLEASE SIGN BELOW.** This form must be signed before participating in any of the Providers’ programs at WaterFest. Family members may use one form, but must list all participating members.

Print Name(s): \_\_\_\_\_ Zip Code \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signed: \_\_\_\_\_

**PLEASE NOTE:** If the person you are registering is under 18, or is considered a vulnerable adult, their parent or legal guardian must sign below.

Legal Guardian Name: \_\_\_\_\_

Legal Guardian Signature: \_\_\_\_\_