

**UPPER IOWA UNIVERSITY**  
**ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY**  
**RELEASE OF LIABILITY ... canoeing, kayaking and rafting**

**WARNING:** There are significant elements of risk in any adventure, sport or activity associated with canoes, kayaks and rafts.

**ACKNOWLEDGEMENT OF RISKS:** I realize that there are inherent dangers in this activity including but not limited to the following: 1) collision, with other participants, any portion of the interior of the craft, other watercraft, manmade or natural objects, including overhanging, submerged and/or semi-submerged trees, branches, rocks and boulders; 2) inclement weather, variances and extremes of wind, weather and temperature, the presence of insects and animals; 3) loss of control of the craft, my sense of balance, physical coordination, ability to walk and/or follow directions; 4) getting in or out of the craft; 5) travel, including hiking, portaging and travel to and or from the activity; 6) collision, capsizing, and sinking or the craft, which can result in wetness, injury, exposure to the elements, hypothermia, and/or drowning; and 7) changing waterflow or currents.

I acknowledge that I may suffer accidents or illnesses in remote places where there are no medical facilities; that personal property may be lost or damaged; that certain foreseeable and unforeseeable events can contribute to the unpredictability of the risks, dangers and hazards of the activity; that wearing a personal floatation device is required and that wearing a helmet may be a basic precaution and that I should ask about other potential risks, dangers and hazards and recommended precautions and procedures.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of the activity in which I will engage, I confirm that I am physically and mentally capable of participating in the activity and using the equipment. I participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness, including death. I assume all responsibility for damage to or loss of personal property (my own or damage to others caused by my negligence) as the result of any accident that may occur.

I assume the risk(s) of personal injury, accidents and/or illness but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and /or contusions; dehydration, drowning, oxygen shortage (anoxia), and/or exposure; head, neck, and/or spinal injuries; animal bite or attack, insect bite, allergic reaction; shock, paralysis, and/or death; and acknowledge that if, during the activity, I experience fatigue, chill and/or dizziness, my reaction time may be diminished and the risk of an accident, increased.

**COVENANT OF GOOD FAITH:** I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities, or other problems. I accept your right to take such actions for the safety of myself and/or other participants.

**AUTHORIZATION AND AGREEMENT:** I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

**RELEASE:** In consideration of services or property provided, I, for myself, do hereby release:

**UPPER IOWA UNIVERSITY**

its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

I HAVE READ THE FOREGOING ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY,  
AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING  
VALUABLE LEGAL RIGHTS.

**Participant's Name (printed)**

**Age**

**Signature**

Address: \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

If participant is under 18, the Parent or Legal Guardian must also sign: \_\_\_\_\_

