

Newmarket Recreation Department
1 Terrace Drive
Newmarket, NH 03857
(603) 659-8581 Fax: (603) 659-2761

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Newmarket Recreation Department programs, I/we SHALL RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the NEWMARKET RECREATION DEPARTMENT, their agents and employees from all liability for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the named participant, whether caused by the negligence of the NEWMARKET RECREATION DEPARTMENT, its agents and employees or otherwise while the name participant participates in its programs.

I/we further agree to indemnify the NEWMARKET RECREATION DEPARTMENT, their agents and employees from any and all liability, loss or damage including but not limited to bodily injury, illness, death or property damage which the NEWMARKET RECREATION DEPARTMENT, their agents and employees become legally obligated to pay including reasonable attorneys' fees and costs, as a result of claims, demands, costs of judgments, against the NEWMARKET RECREATION DEPARTMENT, their agents and employees on account of injury to the person or property or resulting in the death of the named participant whether or not cause by negligence of the NEWMARKET RECREATION DEPARTMENT, their agents and employees and whether or not such liability is sole, joint or several.

I/we am aware that participation in this program may present a strain on my child's body, or its parts and therefore I represent to NEWMARKET RECREATION DEPARTMENT that to the best of my knowledge, my child is in a proper physical condition to allow him/her to participate and that I/we assume the risk of participating.

I/we understand that the above program involves traveling to various activity sites. I/we will accept full responsibility for the transportation of my child to and from these activities and I/we release, indemnify and hold harmless any person providing such transportation.

I/we understand that in case of injury or illness, I/we will be notified. If it is impossible to contact me and it is an emergency, I/we hereby give permission to the attending physician to treat, hospitalize, administer anesthesia, or to order injections or surgery for the safety of my child.

I/we, the parent/legal guardian, the undersigned, have read this release and understand all its terms. I/we execute it voluntarily and with full knowledge of its significance. I/we have executed this release on this date indicated next to my/our names.

I/we understand that the Department frequently takes photographs and/or videos of its activities and participants during the course of the Department's activities. I hereby give permission to the Department to take such photographs and/or videos of the above Participants and to use these photographs in the Department's publicity.

Name of Participant	Age	DOB	Grade
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Parent/Legal Guardian (if participant is under 18)	Email Address
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Address	Town	State	Zip
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Work Phone	Home Phone	Cell Phone
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Name of Emergency Contact	Contact Number	Relationship
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Please list any medical condition(s) we should be aware of

Renter's Signature

Date

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This document affects your legal rights. It must be signed by you, the Participant whether you are an adult or minor, if you are renting or otherwise using equipment or participating in activities offered by the **Newmarket Recreation Department**. It must be signed also by your parent or guardian if you are a minor Participant (under 18 years of age). The parent or guardian agrees to these terms individually and on behalf of the minor. Only a parent or legally appointed guardian may sign for a minor Participant. References in this agreement to I or we include all who sign below unless otherwise clearly indicated.

In consideration of the **Newmarket Recreation Department** furnishing services and/or equipment to enable me to participant in the sport of KAYAKING, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have:

(A) Inherent risks, dangers and hazards and such exists in my use of KAYAKING equipment and my participation in KAYAKING activities; I understand and accept any and all risks for myself and for all other persons, including minors, in my care.

*(Participant's initials here)*_____

(B) My participation in such activities and/or use of such equipment may result in injuries to myself and others that could result in death or serious disability; I understand and accept and any all risks for myself and for all other persons, including minors, in my care.

*(Participant's initials here)*_____

(C) These risks and dangers may be caused by the negligence of the owners, employees, officers or agents of, but not limited to the employees or agents of the Town of Newmarket, the negligence of the participants, the negligence of others, accidents, the forces of nature; such as, exposure to sun, cold, wind, hail, lightning, and other phenomena; activities may take place in remote places significantly delaying emergency medical care and evacuation or other causes. Risk and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge weather, route location, tides, water conditions which may be fast, deep, cold and subject to rapid change;· objects which may be encountered in and out of the water, and which may not be obvious, including debris, trees, rocks, bridges, and other hazards; the water craft may overturn, swamp and sink and occupants may become separated from the craft; feet and other parts of the body may become entrapped in or under rocks and other objects; participants may strike or be struck by objects, other watercraft, and other persons, in and outside-of the watercraft, wind, risks of falling out of or drowning while in a kayak, and other such risks, hazards· and dangers that am integral to recreational activities that take place in a wilderness, outdoor or recreational environment; I understand and accept any and all risks for myself and for all other persons, including minors, in my care.

*(Participant's initials here)*_____

Further, by my participation in these activities and for use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether cause in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of the Town of Newmarket, or by any other person. I understand and accept any and all risks for myself and for all other persons, including minors, in my care. *(Participant's initials here)*_____

I on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, and indemnify the Town of Newmarket and its agents, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of kayaking or my participation kayaking activities. I specifically understand that I am releasing, discharging and waiving my rights to any and all claims or actions that I I may have presently or in the future for the negligent acts or other conduct by the

owners, agents, officers, or employees of the Town of Newmarket. I further understand that I will be responsible for any and all claims for injuries asserted by myself or by other persons in my care including minors against the Town of Newmarket, or its agent or employees.

(Participant's initials here) _____

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be amended except in writing. I understand that it is binding, to the fullest extent allowed by law, upon all persons signing below, our respective heirs, executors, administrators, wards, minor children (whether or not they are Clients) and other family members. If any part of this agreement is found by a Court of other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect. *(Participant's Initials here)* _____

The staff of the Town of Newmarket reserves the right to refuse participation in any Town of Newmarket activity if we have reason to believe that the participant is: unfit or unsuitable to use the kayaking equipment safely and appropriate or is under the influence of alcohol or any other substances that may impair judgment and reduces a participant's ability to effectively manage the risks of kayaking. This includes but is not limited to daily or multi day rental as well as single and multi-day guided trips.

(Participant's initials here) _____

IT IS MY INTENTION TO INDEMNIFY AND HOLD HARMLESS THE TOWN OF NEWMARKET FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

IN ADDITION TO THIS WAIVER AND RELEASE I HAVE READ AND FULLY UNDERSTAND ANY POSTED OR VERBAL SAFETY GUIDELINES.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE TO THESE TERMS.

Signature: _____ Printed Name: _____

Date of Birth: _____ Driver's License No: _____

Street Address: _____ City: _____ State: _____

Phone Number: _____

Date of Activities: _____

(IF LESS THAN 18 YEARS OF AGE) SIGNATURE OF PARENT OR GUARDIAN:

I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT I AM FULLY RESPONSIBLE FOR THE CARE OF THE PARTICIPANT, AND I HAVE AGREED TO ASSUME FULL RESPONSIBILITY AS PROVIDED HEREIN.

Please print name:

Kayak Equipment Outgoing & Returning Equipment

Name of Participant Renting: _____ Date of Rental: _____

Kayaks

Number of Kayaks being rented: _____

Kayak ID numbers: _____

Are Kayak(s) being rented in Good, Fair, or Poor condition? (Please circle one)

Where Kayak(s) returned in same condition as when rented? _____ Yes _____ No

Paddleboards

Number of Paddleboards being rented: _____

Paddleboard ID numbers: _____

Are Paddleboard(s) being rented in Good, Fair, or Poor condition? (Please circle one)

Where Paddleboard(s) returned in same condition as when rented? _____ Yes _____ No

Paddles

Number of paddles being rented: _____

Are Paddles being rented in Good, Fair, or Poor condition? (Please circle one)

Where paddle(s) returned in same condition as when rented? _____ Yes _____ No

Life Jackets

Number of Life jackets being rented: _____

Are Life Jackets(s) being rented in Good, Fair, or Poor condition? (Please circle one)

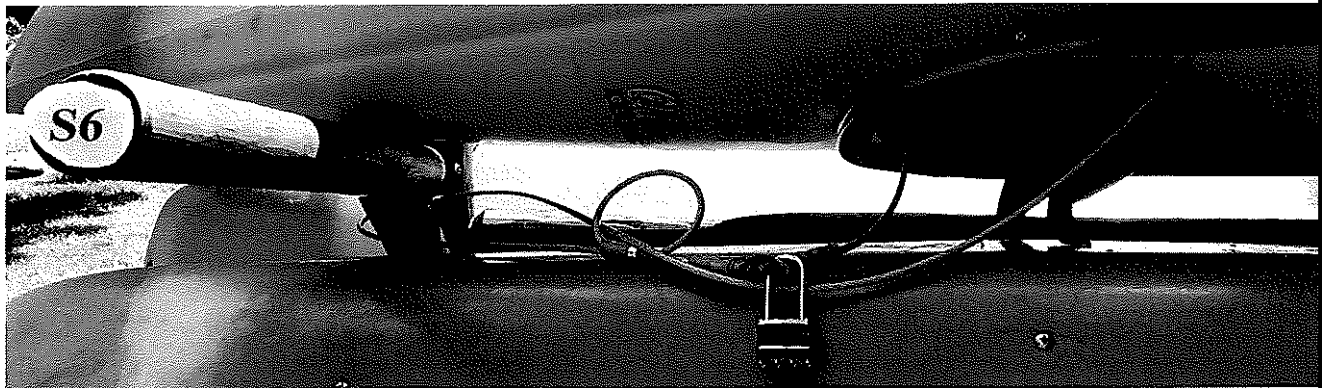
Where Life Jacket(s) returned in same condition as when rented? _____ Yes _____ No

Employee Signature: _____ Date: _____

Kayak Pick-Up and Locking Procedure

First things first, thank you for renting our kayaks!
Secondly, thank you for locking them back up, and learning to do so correctly; we really appreciate it!

Here's what the lock system looks like when it's all set up:



Retrieving Your Paddle Craft

- When retrieving your kayak, the first thing you want to do is match your key to the lock on your kayak i.e. the key to the kayak above would be key S6.
- When unlocking the kayak, look how the cable goes through the kayak seat.

Returning Your Paddle Craft

- When putting the kayak back on the rack, you want it to be upside-down with the back of the seat facing the water.
- When locking the kayak, you take the end that was hooked through the seat of the kayak and you put it through the side/bottom of the kayak seat (it might take some work to get it through the seat).
- Then pull the end of the cable to touch the other end of the cable.
- Put the padlock through the 2 holes in the ends of the cables to lock the kayak to the rack.
- Return the key and equipment to the Newmarket Recreation Department.

Thank you for locking the kayaks back up and making sure others can use them! We love that we can share kayaks and paddleboards with the community and appreciate the community taking care of the equipment in return. We hope you had a nice paddle, and we look forward to seeing you again!

Have any questions?

Hours: M-F 8:30am-4:30pm (603) 659-8581
recdesk@newmarketnh.gov
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