

## The Chesapeake Experience Liability Waiver 2020

### **Terms and Conditions (“Agreement”):**

1. I understand that in the event of misconduct or other circumstances, The Chesapeake Experience reserves the right, in its sole discretion, to expel a participant before the completion of the program in which the participant is enrolled. The participant and parents and guardians agree to abide by all the policies, both written and oral, set forth by The Chesapeake Experience.
2. I understand that The Chesapeake Experience relies upon the information provided to it by the participant, parent or guardian including the application, health forms and other forms. The participant, parent or guardian signing the application assumes all risk of loss arising from information that may not be accurate or complete and agrees to indemnify The Chesapeake Experience, its directors, officers, volunteers, employees, representatives, successors and assigns against all claims for loss, damage or injuries sustained to the participant arising or resulting from or relating to such incomplete or inaccurate information.
3. In recognition of the dangers, hazards and risks (foreseen and unforeseen) associated with attending and participating in the activities of The Chesapeake Experience, the undersigned confirms that he/she or the child is physically and mentally capable of attendance and participation in all activities, including but not limited to activities such as sailing, swimming, kayaking, stand up paddle boarding, water sports, transportation to and from activities and programs, and use of all equipment associated with activities at The Chesapeake Experience.
4. The participant is in good health and there is no reason he/she would be incapable of participating.
5. The participant will wear a lifejacket anytime in/on the water with the Chesapeake Experience.
6. The undersigned acknowledges that the activities take place in an outdoor environment and that some activities take place upon open water when unalterable weather conditions may pose significant risks to health and safety beyond the control of The Chesapeake Experience.
7. The undersigned understands that participation in activities at The Chesapeake Experience, both on the water and on-shore, may pose serious health and safety risks, including the possibility of death or injury. This Agreement to participate in activities at The Chesapeake Experience is made in full recognition and assumption of those risks and is entirely voluntary. The undersigned, on behalf of himself, executors, administrators and assigns, covenants and agrees to hold harmless and indemnify The Chesapeake Experience, its directors, officers, volunteers, employees, representatives, successors and assigns from any and all claims, losses, damages, fees and liability, including those contributed to by directors or employees negligence, growing out of or in any manner related to injury or death or damage to any property arising out of or related in any way connected with the operation of The Chesapeake Experience or any activities on or the use of any facilities or equipment used while at The Chesapeake Experience.
8. Further to Section 5 above, the undersigned on behalf of himself, executors, administrators and assigns, covenants and agrees to protect The Chesapeake Experience and its directors, officers,

volunteers, employees, representatives, successors and assigns against liability for any loss, damage or injury caused by the participant.

9. The undersigned hereby grants permission to or assigns the irrevocable right and unrestricted permission with respect to photographic images of participants at The Chesapeake Experience, on boats or docks, or in which participants may be included with others, to use and/or publish individually or in conjunction with any printed matter, in any and all media, and for any legal purpose whatsoever, including, but not limited to illustration, promotion, exhibition, publication, advertising and trade. Furthermore, the undersigned considers The Chesapeake Experience the sole and complete owner of any such photographs. The undersigned warrants he/she has the right to authorize these uses and hereby agrees to hold The Chesapeake Experience harmless of any and all liability in perpetuity.
10. In the event a parent or guardian cannot be reached in an emergency, the parent or guardian hereby gives permission to The Chesapeake Experience to secure medical treatment for the participant. The parent or guardian further authorizes any physician, nurse or health care provider to communicate with The Chesapeake Experience staff about the participant's medical condition, treatment and/or prognosis.
11. The participant agrees to return all The Chesapeake Experience equipment upon completion of any The Chesapeake Experience activity.
12. The undersigned understands and agrees that this is a legal and binding Agreement and that the terms contained herein supersede any prior discussions or agreements, oral or written, express or implied that may have related to the subject matter hereof.
13. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Maryland, without regard to conflicts of law principles that would apply the laws of another jurisdiction. **THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY DISPUTES ARISING UNDER THIS AGREEMENT.**

I have read and understand the above. I agree to the terms and conditions as stated.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

How did you hear about us?: \_\_\_\_\_

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