



## ACADIA PARK KAYAK TOURS LEGAL AGREEMENTS for PARTICIPANTS

**This document affects your legal rights. You must read and understand it before signing.**

NAME OF PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_

IF LESS THAN EIGHTEEN YEARS OLD NAME OF PARENT OR LEGAL GUARDIAN: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

CITY \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

I, the above-named person, being above age eighteen, or the parent or legal guardian of the above-named person who is under age eighteen, in consideration of the services of Acadia Park Kayak Tours, the rate charged for those services or the worth of them as freely given, and the right to engage in this event as a participant, hereby acknowledge, agree, promise and covenant with Acadia Park Kayak Tours and all persons, entities, employees, and agents on behalf of myself, my heirs, assigns, personal representative and estate as follows:

**ACKNOWLEDGEMENT OF RISK:** I understand and acknowledge that the tour or expedition I am about to engage in voluntarily bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental damage to myself, my property, or other third parties or their property, or the property of Acadia Park Kayak Tours.

**ACCEPTANCE OF RISK AND RESPONSIBILITY:** Being aware that this tour or expedition entails risks of injury to myself and a risk of injury to other third parties or damage to property as a result of my actions, I agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself or my property arising from my participation in this tour or expedition. I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, disease, or damage to other third parties and their property arising from my participation in this activity. I expressly agree to fully reimburse Acadia Park Kayak Tours for any damage caused to property of Acadia Park Kayak Tours as a result of my participation in this tour or expedition. My participation in this tour or expedition is purely voluntary, no one is forcing me to participate and I elect to participate in spite of the risks.

**AGREEMENT TO ABIDE BY APKT POLICIES:** I agree to abide by all APKT policies as listed on the [acadiaparkkayak.com](http://acadiaparkkayak.com) website and understand that a written copy of these policies are available to me upon request prior to my signing of this form. I agree to comply with all instructions of the guide or Acadia Park Kayak Tours' management/staff in connection with participation in this activity, and failure to follow such directions shall be grounds for termination of my privilege to participate in this activity without reimbursement or cancelation of fees paid or owed. I understand that the use or possession of drugs or alcohol is strictly prohibited before and during this activity and will be grounds for immediate removal from the activity without reimbursement of fees paid or owed. I agree that if in the judgment of my guide he/she must call for assistance during the trip due to my noncompliance with his/her instructions or Acadia Park Kayak Tours' policies that I accept responsibility for paying any associated rescue and transportation cost.

**RELEASE:** I hereby voluntarily release and forever discharge Acadia Park Kayak Tours, its agents, and all other persons or entities from any and all liability, claims, demands, actions or rights of actions, which are related to, arise out of, or are in any way connected with my participation in this tour or expedition.

**PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITION:** I understand and acknowledge that no major medical insurance benefits will be provided to me during this event. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party or to Acadia Park Kayak Tours as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liabilities.

**PHOTO AND VIDEO RELEASE:** I agree that Acadia Park Kayak Tours may utilize and publish in any manner they see fit photos or videos taken of me while participating in the tour or expedition for promotional or educational purposes.

**ENTIRE AGREEMENT:** I understand that this is the entire agreement between myself and Acadia Park Kayak Tours, its agents or employees, and that it cannot be modified or changed in any way by the representation or statements of any employee or agent of Acadia Park Kayak Tours or by me.

If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect. All applicants are subject to acceptance by Acadia Park Kayak Tours. Upon acceptance of my application, this agreement shall be deemed to have been entered into and to be performed at Bar Harbor, Maine, and shall be construed according to the laws of the State of Maine. In the unlikely event a legal dispute should arise, I agree that the dispute shall be settled by binding arbitration through the American Arbitration Association. Should this arbitration be held unenforceable, I agree that any legal action shall exclusively be brought before the appropriate court in the state of Maine.

**My signature below indicates that I have read this entire document, understand it completely and agree to be bound by its terms.**

SIGNATURE OF PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF PARENT OR LEGAL GUARDIAN: \_\_\_\_\_ DATE: \_\_\_\_\_