

**American Littoral Society, Inc.**  
**Parental Waiver and Release for Kayak Use**  
***All Paddlers Must Wear Life Jackets At All Times!!***

**STATEMENT OF RISKS:** There are significant elements of risk in any activity associated with kayaking in Sandy Hook Bay (“the Activity”), including the presence of motorized watercraft, waves, currents and tidal action. Although we will take reasonable steps to provide your child with appropriate equipment and instruction, **THE ACTIVITY IS NOT WITHOUT RISK.** We do not want to frighten you or reduce your enthusiasm for the activity. We think it is important for you to be informed of the inherent risks.

**ACKNOWLEDGEMENT OF INHERENT RISKS:** By signing this waiver and release form, I acknowledge that the following describes some, but not all, of the risks of participating in the Activity: 1) changing water flow, currents, wave action and wakes from other boats; 2) collision with any of the following: other participants in the Activity, other watercraft, or man-made or natural objects; 3) inclement weather, lightning, extremes of temperature and water temperature; 4) my child’s sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions, as well as the physical demands of the Activity; 5) capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; 6) the presence of insects and animals; 7) operator error; 8) fatigue, chill and/or dizziness, which may diminish reaction time and increase the risk of an accident; and 9) water quality and its potential impact on health.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** On behalf of myself and my child, I agree to assume responsibility for the risks of the Activity, including those not specifically identified above. My child’s participation in the activity is purely voluntary. I verify that my child is a competent swimmer, sufficiently physically fit and capable to participate in the activity. I assume full responsibility for my child, for any bodily injury, accident, illness, death, loss of personal property and expenses thereof resulting from my child’s participation in the Activity.

I elect to allow my child to participate in the Activity in spite of the risks. My child agrees to wear a Coast Guard-approved personal flotation device (life jacket) while participating in the Activity.

**RELEASE:** In consideration of child’s participation in the Activity, I, for myself and on behalf of the children for whom I am parent, legal guardian or otherwise responsible, and any heirs, personal representatives or assigns, agree that **American Littoral Society, Inc.**, its principals, agents, employees and volunteers, their insurers and each and every land-owner and municipal or governmental agency upon whose property the activity is conducted, and their insurers, if any, **SHALL HAVE NO LIABILITY FOR HARM TO MY CHILD** resulting from my child’s participation in the Activity.

**I HAVE READ THE ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM EXPRESSING MY INTENT TO WAIVE VALUABLE LEGAL RIGHTS I OR MY CHILD MAY HAVE AGAINST THE OWNER, THE OPERATOR NAMED ABOVE, OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS.**

**PHOTO RELEASE:** I grant ALS full permission to use photographs, videotapes, motion pictures, recordings or any other record from this Activity, including those in which I or my child appears.

**American Littoral Society, Inc. - Parental Waiver** Date: \_\_\_\_\_

Parent's Name: \_\_\_\_\_ For my child: \_\_\_\_\_

Street: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_

Complete One: Scheduled Trip on: \_\_\_\_\_

Waiver for Season \_\_\_\_\_

Signature \_\_\_\_\_