

**Genesee Waterways Center and Rochester Rehabilitation Center/SportsNet  
PARTICIPANT AGREEMENT, WAIVER AND RELEASE FROM LIABILITY**

In Consideration of the services of Genesee Waterways Center and Rochester Rehabilitation Center, their agents, officers, volunteers, participants, employees, successors, and other persons or entities acting on their behalf, I hereby agree to release them from any and all liability, claims and damages on behalf of myself, my personal representatives, heirs, next of kin and my estate as follows:

1. I acknowledge that my participation in Genesee Waterways Center and Rochester Rehabilitation Center canoe and kayak activities entails known and unanticipated risks that could result in physical or emotional injury, death or damage to myself, to property or third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. I acknowledge that employees seek to maintain reasonable safety (given the nature of the activity), but they are not infallible. They may misjudge a participant's abilities, the weather or the terrain. They may give inadequate warnings. Equipment might malfunction.
2. I agree and promise to accept and assume all of the risks existing in this activity. My participation is purely voluntary, and I elect to participate in spite of the risks, of which I am fully aware.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Genesee Waterways Center and Rochester Rehabilitation Center, their agents, officers, volunteers, participants, employees, successors, and all other persons or entities acting on their behalf from any and all claims, demands or causes of action which are in any way connected with my participation in this activity or my use of equipment owned, leased or provided by Rochester Rehabilitation Center/SportsNet.
4. Should Genesee Waterways Center and Rochester Rehabilitation Center or anyone acting in its behalf incur attorney's fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may incur or cause while participating in this activity, or I agree to bear the costs of such injury or damage myself. I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any existing medical or physical condition that could interfere with my safety or health in this activity.
6. I hereby agree to indemnify and hold harmless Genesee Waterways Center and Rochester Rehabilitation Center and from and against any and all claims brought by or damages suffered by other participants and arising out of my grossly negligent, reckless or intentional acts or omissions during the course of an event or activity.

By signing this document, I acknowledge that if anyone (including myself) is hurt or if property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Genesee Waterways Center and Rochester Rehabilitation Center on the basis of a claim related to my participation.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. I understand that I may withdraw my permission at any time. If I do not withdraw consent, this release expires twelve months from the date of signing.

Print Name \_\_\_\_\_ Age \_\_\_\_\_

Print Address \_\_\_\_\_ City, State, Zip Code \_\_\_\_\_

Print Email Address \_\_\_\_\_

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

**PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**  
(Must be completed for all participants under age 18)

In consideration of (minor's name) \_\_\_\_\_ being permitted by Genesee Waterways Center and Rochester Rehabilitation Center to use its equipment and participate in activities. I agree to be bound by the terms of the above agreement. I further agree to indemnify and hold harmless Genesee Waterways Center and Rochester Rehabilitation Center from any claims brought by or on behalf of the above named minor that are in any way connected with such use or participation in the activity.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Relationship to minor: \_\_\_\_\_