

MILTON DEVELOPMENT CORPORATION Liability Release Form

MILTON DEVELOPMENT CORPORATION Liability Release, Express Assumption of Risk, and Indemnity Agreement:

I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in the **Ninth Annual Broadkill River Canoe & Kayak Race** (the "Event") presented by the Milton Development Corporation. Some risks are inherent in canoeing and kayaking, even in still water; other risks are inherent in outdoor activities, wilderness travel, water sports generally, whitewater river running, or paddling in the currents, tides, swells waves and breaks of any bay or ocean; still other risks may arise from conditions, situations, or activities of which I am presently unaware.

Since all canoeing and kayaking is dangerous, I hereby release, waive, and relinquish all claims and legal actions, for personal injury, wrongful death, or property damage against Milton Development Corporation its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (here-in-after collectively referred to as "MDC"), arising as a result of my participation in the Event, my use of MDC's equipment, or any activities incidental thereto; this release applies even if MDC is negligent or otherwise at fault. I also agree to defend and indemnify MDC and hold them harmless against claims and legal actions for personal injury, death, or property damage arising from my conduct; these indemnities apply even if MDC is negligent or otherwise at fault.

I understand that the effect of my signing this document is that (1) I assume all risk of injury, death, or property damage I might suffer while participating in the Event, even if it occurs as a result of the negligence or other fault of MDC, (2) absolve and release MDC from the consequences of their negligence or other fault, and (3) will indemnify and defend MDC against any legal actions or other claims for damages arising from my actions. I understand that I am forfeiting important legal rights and incurring important legal responsibilities.

I understand that certain minimum skills, capabilities, and physical and mental health and fitness are required in order to reduce the dangers involved in canoeing and kayaking; I possess these. I agree to wear a properly fastened personal flotation device (life jacket) at all times while on or in a boat, or in the water, and to wear such other safety equipment as may be provided. I understand and agree that should emergency rescue evacuation become necessary, the expenses are my sole responsibility and not that of MDC.

I agree that the terms of this document bind me, my heirs, assigns, executors and administrators, and protect MDC, their sponsors, their agents, employees, officers, and directors.

I understand that any participant under the age of 18 must also have a parent or guardian sign this waiver.

Name _____

Signature _____

Name _____

Signature _____

Date _____