

### Mass Audubon Watercraft Agreement & Waiver

- 1) I acknowledge that engaging in the use of any watercraft entails both known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties.
- 2) I agree to follow all safety instructions provided by Mass Audubon staff, will wear a USCG-rated Level III Personal Floatation Device (PFD) for the appropriate size/weight at all times while using any watercraft device, and will only use the watercraft as directed for the entirety of any trip in or on a watercraft.
- 3) I understand and meet the physical requirements necessary for this watercraft program or rental, including, but not limited to: an ability to swim, the physical ability and stamina to paddle and control a watercraft, and the physical ability to get into and out of the watercraft. I attest that I have no known ailments or conditions that would preclude my ability to safely participate in this activity and to safely enter, use and exit any watercraft.
- 4) I hereby release and forever discharge, waive any claims against and the right to sue, and agree to indemnify and hold harmless, Mass Audubon and its officers, directors, employees, volunteers, and agents (collectively, the “Releasees”), and each of the Releasees, from and against any and all liabilities and obligations of every kind and description arising out of, or in connection with, my participation in the watercraft usage, including, but not limited to, injury(including death) to my person or others or damage to, or loss of, my or other person’s property.
- 5) Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating minor and agree that they and the minor are subject to all of the terms of this document, as set forth above. By signing below the Parent or Court-Appointed Legal Guardian agrees that they are also subject to all of the terms of this document, as set forth about.
- 6) I have read the above Participant Agreement and agree to all of its terms and conditions.

By: \_\_\_\_\_  
Participant - Printed Name

By: \_\_\_\_\_  
Participant - Signature

\_\_\_\_\_ Date

By: \_\_\_\_\_  
Parent or Legal Guardian of Participant 17 or younger - Printed Name

By: \_\_\_\_\_  
Parent or Legal Guardian of Participant 17 or younger - Signature

\_\_\_\_\_ Date

