

# 2019 PIKES PEAK WHITEWATER CLUB MEMBERSHIP

*(Please print clearly, complete entire form)*

Date \_\_\_\_\_

First and Last Name: \_\_\_\_\_

Membership Type (check one). This includes ACA membership (see ACA waiver).

\_\_\_\_\_ Individual: \$45

\_\_\_\_\_ Family: \$60 (2 or more family members of same household)

\_\_\_\_\_ Pool session only - minors (under 18): \$5 per session

\_\_\_\_\_ Pool session only - adults (over 18): \$10 per session

## Release of Liability of Pikes Peak Whitewater Club, Inc.

I/We \_\_\_\_\_  
(include all names of all members/participants) as a member of Pikes Peak Whitewater Club, Inc. (PPWC) intend to engage in activities involving the use of kayaks, canoes, and rafts and am doing so entirely upon my own initiative. I further agree to assume all risks involved in any and all activities directly and indirectly related to the use of kayaks, canoes, and rafts recognizing that said activity may be hazardous. For and in consideration of obtaining membership in the Pikes Peak Whitewater Club, Inc. and for other good and valuable considerations extended to me I do hereby for my heirs, executors, and administrators acquit, release, and forever discharge the Pikes Peak Whitewater Club, Inc. and all of its officers, directors, members, agents, servants, and all employees acting officially or otherwise from any and all liability claims, demands, actions, or causes of actions on account of my death or injury which may occur from any cause during my participation in the recreational sport of floating rivers by means of kayaks, canoes or rafts or on any other means as well as all operations incident thereto. I further state that the foregoing release has been carefully read and I know the contents thereof and have signed as of my own free will.

**SIGNATURE(S)** (if minor, parents signature required as well as minors)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bring the completed form, applicable (adult or minor) waiver form, and payment to the next pool session or mailto:  
Pikes Peak Whitewater Club  
c/o Kurt Schroeder  
2917 Mesa Road, Unit B  
Colorado Springs, CO 80904

How did you hear about the club? \_\_\_\_\_



# AMERICAN CANOE ASSOCIATION MEMBERSHIP FORM



All minor participants in ACA-insured activities must be ACA members in one of the following categories (choose one):

I am currently an ACA member. My member number appears below. (Check here if renewing with this form) <input type="checkbox"/>	1-year ACA Individual Membership \$25 <input type="checkbox"/>
1-year ACA Competition Individual \$25 (+\$45 Competition Council Dues if applicable) <input type="checkbox"/>	ACA Event Membership \$5 (One activity membership, no member benefits) <input type="checkbox"/>
As a new or renewing ACA member, my Rapid Media digital magazine choice is:	
Paddling Magazine <input type="checkbox"/> Kayak Angler <input type="checkbox"/>	

## AMERICAN CANOE ASSOCIATION MINOR WAIVER & RELEASE OF LIABILITY READ BEFORE SIGNING

IN CONSIDERATION of being permitted to participate in any way in the American Canoe Association, Inc. sports and recreation program and related activities ("Activities") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Paddlesports and related Activities and that I am qualified, in good health, in proper physical condition to participate in such Activity and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. If I decide to leave early and not complete the trip as planned, I assume all risks inherent in my decision to leave.

2. FULLY UNDERSTAND that: (a) Paddlesports and related ACTIVITIES INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE American Canoe Association, Inc., its Paddle America Clubs, affiliated clubs and organizational affiliates, their respective ACA certified instructors, certified instructor trainers, and certified instructor trainer educators, administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

**MINOR PARTICIPANT:** I, THE MINOR PARTICIPANT, HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Minor Name (print) \_\_\_\_\_ Minor Date of Birth \_\_\_\_\_ ACA # (if any) \_\_\_\_\_

Minor Street Address \_\_\_\_\_ Minor Phone \_\_\_\_\_

Minor City \_\_\_\_\_ Minor State \_\_\_\_\_ Minor Zip \_\_\_\_\_ Minor Email \_\_\_\_\_

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

**PARENT OR GUARDIAN:** I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF PADDLESPO RTS AND RELATED ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Parent/Guardian Name (print) \_\_\_\_\_ Parent/Guardian ACA # (if any) \_\_\_\_\_

P/G Street Address \_\_\_\_\_ P/G Phone \_\_\_\_\_

P/G City \_\_\_\_\_ P/G State \_\_\_\_\_ P/G Zip \_\_\_\_\_ P/G Email \_\_\_\_\_

Date \_\_\_\_\_ Parent / Guardian Signature \_\_\_\_\_

Activity Description \_\_\_\_\_ Sponsoring Org. \_\_\_\_\_ Activity Date \_\_\_\_\_



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I am currently an ACA member. My member number appears below.

(Check here if renewing with this form )

1-year ACA Individual Membership \$25 <input type="checkbox"/>	1-year ACA Competition Individual \$25 (+\$45 Competition Council Dues if applicable) <input type="checkbox"/>	ACA Event Membership \$ 5 (one activity membership, no member benefits) <input type="checkbox"/>
As a new or renewing ACA member, my <i>Rapid Media</i> digital magazine choice is:		
<i>Paddling Magazine</i> <input type="checkbox"/> <i>Kayak Angler</i> <input type="checkbox"/>		

## AMERICAN CANOE ASSOCIATION ADULT WAIVER & RELEASE OF LIABILITY READ BEFORE SIGNING

IN CONSIDERATION of being permitted to participate in any way in the **American Canoe Association, Inc.** sports and recreation program and related activities ("Activities") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of paddlesports and related activities and that I am qualified, in good health, in proper physical condition to participate in such activity and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. If I decide to leave early and not complete the trip as planned, I assume all risks inherent in my decision to leave.

2. FULLY UNDERSTAND that: (a) Paddlesports and related ACTIVITIES INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the American Canoe Association, Inc., its Paddle America Clubs, affiliated clubs and organizational affiliates, their respective ACA certified instructors, certified instructor trainers, and certified instructor trainer educators, administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Name (print) \_\_\_\_\_ Date of Birth \_\_\_\_\_ ACA # (if any) \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

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

Name / Description of Activity or Event \_\_\_\_\_

Sponsoring Club / Organization \_\_\_\_\_ Activity Date \_\_\_\_\_