APPENDIX A

Wicomico County Recreation, Parks and Tourism

Participant Waiver, Release of Liability, Assumption of Risk, Medical Authorization, Equipment Use Agreement and Photo Release

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PARTICIPANT INFORMATION

Participant Name: _____

Date of Birth: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Emergency Contact: _____

Relationship: _____

Emergency Phone: _____

Activity Date: _____

Program/Event: _____

ASSUMPTION OF RISK

I acknowledge that kayaking, canoeing, stand-up paddleboarding, sailing, paddling, boating instruction, and other water recreation activities involve inherent risks that cannot be eliminated regardless of the care exercised by Wicomico County or ExCel Adventures.

These risks include, but are not limited to:

- Drowning
- Falling into the water
- Capsizing
- Slips, trips and falls
- Exposure to changing weather
- Wind
- Rain

- Lightning
- Extreme temperatures
- Tides
- Currents
- Waves
- Floating or submerged debris
- Boat traffic
- Wildlife
- Insects
- Equipment failure
- Physical exertion
- Delayed emergency response
- Serious bodily injury
- Permanent disability
- Death

I knowingly and voluntarily assume all known and unknown risks associated with participation.

PARTICIPANT RESPONSIBILITIES

I agree that I will:

• Follow all instructions provided by ExCel Adventures guides and County representatives.

• Follow all Wicomico County Recreation, Parks and Tourism rules, regulations, and Code of Conduct.

• Wear a properly fitted U.S. Coast Guard approved Personal Flotation Device whenever required.

• Notify program staff of any medical condition that may affect my participation.

• Refrain from participation if impaired by alcohol, drugs, illness, or any condition affecting my ability to participate safely.

• Immediately report unsafe conditions, damaged equipment, injuries, or accidents.

• Operate all equipment in a safe and responsible manner.

• Respect other participants and the natural environment.

HEALTH CERTIFICATION

I certify that:

• I am physically capable of participating.

• I have disclosed any condition that may affect my safety.

• Neither Wicomico County nor ExCel Adventures has made any representation regarding my medical fitness to participate.

• I understand that participation is voluntary.

EQUIPMENT USE AGREEMENT

Equipment utilized during the program may be owned by Wicomico County, ExCel Adventures, LLC, or another authorized provider.

I agree to:

• Inspect equipment before use.

• Notify staff of any damage.

• Use equipment only as instructed.

• Return all equipment in substantially the same condition, excluding normal wear.

• Accept responsibility for damage caused through intentional misuse, reckless behavior, or negligence.

WEATHER AND WATER CONDITIONS

I understand that weather, tides, currents, water levels, water quality, wildlife, and other environmental conditions may change rapidly.

Wicomico County and ExCel Adventures reserve the right to postpone, modify, shorten, relocate, or cancel any activity when conditions are determined to be unsafe.

Program staff have final authority regarding participation and cancellation decisions.

RELEASE OF LIABILITY

In consideration of being permitted to participate in this activity, I, for myself, my heirs, personal representatives, successors, assigns, and anyone acting on my behalf, hereby release, waive, discharge, and covenant not to sue:

Wicomico County, Maryland; the Wicomico County Department of Recreation, Parks and Tourism; the County Executive; elected officials; boards and commissions; officers; employees; volunteers; agents; insurers; successors; and assigns;

AND

ExCel Adventures, LLC; its owners, members, officers, employees, guides, contractors, volunteers, agents, insurers, successors, and assigns;

from any and all claims, demands, actions, damages, losses, liabilities, expenses, attorney's fees, or causes of action arising out of or related to my participation in this activity, my use of County facilities, or my use of any equipment provided in connection with the activity, including claims arising from ordinary negligence.

This Release does not apply to gross negligence or willful or wanton misconduct to the extent such claims cannot be waived under Maryland law.

INDEMNIFICATION

I agree to indemnify, defend, and hold harmless Wicomico County, Maryland and ExCel Adventures, LLC from any claims, damages, liabilities, expenses, or attorney's fees resulting from:

- My negligence.
- My intentional misconduct.
- My violation of safety rules.
- Damage caused by my misuse of equipment.
- Claims brought by third parties arising from my actions.

EMERGENCY MEDICAL AUTHORIZATION

In the event of illness or injury, I authorize ExCel Adventures staff and Wicomico County personnel to obtain emergency medical assistance on my behalf if I am unable to provide consent.

I understand that I am solely responsible for any medical expenses incurred.

PHOTO AND VIDEO RELEASE

I acknowledge that Wicomico County, Maryland may photograph or record participants during programs and activities.

I understand and agree that these photographs, videos, and digital images become the property of Wicomico County, Maryland.

I irrevocably authorize Wicomico County, Maryland to use my (or my child's) likeness for educational, informational, public relations, promotional, website, social media, printed materials, and other lawful governmental purposes without compensation.

I understand that Wicomico County may authorize ExCel Adventures, LLC to use approved photographs solely for promoting jointly sponsored programs conducted in partnership with Wicomico County Recreation, Parks and Tourism.

I waive any right to inspect or approve the finished products and release Wicomico County from any claims relating to the authorized use of such images.

ACKNOWLEDGEMENT

I certify that:

• I have carefully read this entire Agreement.

• I fully understand its contents.

• I understand that I am giving up substantial legal rights.

• I understand participation is voluntary.

• I understand this Agreement is intended to be interpreted as broadly as permitted under Maryland law.

• I sign this Agreement voluntarily and without coercion.

Participant Signature: _____

Printed Name: _____

Date: _____

PARENT OR LEGAL GUARDIAN CONSENT (Participants Under 18)

I certify that I am the parent or legal guardian of the minor participant named above.

I have read this Agreement, understand its contents, consent to the minor's participation, and agree to all terms on behalf of both myself and the minor participant.

Parent/Guardian Name: _____

Relationship: _____

Signature: _____

Date: _____