

## SIXPENNY OYSTER FARM

*Guided Kayak Eco-Tour with Oyster Sampling and Shucking Lesson*

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# PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS,

# ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

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## 1. PARTIES

This Agreement is entered into between **Sixpenny Oyster Farm** (hereinafter referred to as the “Provider”), including its owners, officers, employees, guides, agents, volunteers, and affiliates, and the undersigned participant (“Participant”).

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## 2. ACTIVITY DESCRIPTION

Participant is voluntarily participating in a guided small-group kayak eco-tour (approximately 1.5 hours), which includes, but is not limited to:

- Kayaking and paddling activities
- On-water instruction and navigation
- Oyster sampling and consumption (raw or prepared)
- Oyster handling and shucking demonstrations
- Water entry/exit and shoreline transitions

Activities take place primarily in the **Beebe Cove / Long Island Sound** area, with launch and return at **Spicer Park** or similar locations.

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## 3. PARTICIPANT INFORMATION

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

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

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

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#### **4. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

Participant acknowledges that participation involves inherent and significant risks, including but not limited to:

- Drowning, near-drowning, capsizing, or cold water immersion
- Collisions with vessels, objects, persons, or submerged hazards
- Slips, falls, or injuries on wet or uneven surfaces
- Adverse weather, tides, currents, wind, or wave conditions
- Physical exertion, fatigue, or aggravation of existing conditions
- Contact with wildlife or marine life, including jellyfish stings
- Equipment malfunction or misuse
- Acts or omissions of other participants or third parties
- Risks associated with consuming raw or undercooked shellfish

Participant fully understands and voluntarily assumes all such risks, known and unknown.

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#### **5. SHELLFISH AND HEALTH WARNINGS**

##### **Shellfish Allergy Warning:**

Participant understands that oysters are a major food allergen and may cause severe or life-threatening reactions, including anaphylaxis. Participant affirms either:

- They have no known shellfish allergy; or
- They accept full responsibility and have taken appropriate precautions.

##### **Bacterial Exposure (Vibrio) Warning:**

Participant acknowledges that exposure to saltwater in Long Island Sound carries risk of

infection from naturally occurring bacteria, including *Vibrio vulnificus*, which may cause serious illness, injury, or death.

**Open Wounds Advisory:**

Participant agrees not to participate with open wounds, cuts, or recent injuries. If Participant chooses to proceed, they assume full responsibility for all associated risks.

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## **6. FITNESS AND ABILITY REQUIREMENTS**

Participant represents and warrants that:

- They are in good physical condition for participation
- They are capable of swimming and self-rescue in deep water while wearing a PFD
- They possess adequate kayaking ability or will follow all instruction provided

Provider reserves the right to deny participation for safety reasons.

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## **7. NO IMPAIRMENT**

Participant affirms they are not under the influence of alcohol, drugs, or any substance that may impair judgment or physical ability and agrees not to use such substances during the Activity.

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## **8. RELEASE AND WAIVER OF LIABILITY**

To the fullest extent permitted by law, Participant hereby releases, waives, and discharges the Provider from any and all claims, liabilities, damages, or causes of action arising out of or related to participation in the Activity, including those arising from the Provider's negligence.

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## **9. INDEMNIFICATION**

Participant agrees to indemnify, defend, and hold harmless the Provider from any claims, damages, costs, or expenses (including attorney's fees) arising from Participant's involvement in the Activity.

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## **10. PERSONAL PROPERTY AND MEDICAL AUTHORIZATION**

Participant assumes full responsibility for personal property.

In the event of injury or illness, Participant authorizes the Provider to obtain emergency medical care and agrees to be financially responsible for any resulting costs.

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## **11. PHOTOGRAPHY AND MEDIA RELEASE**

Participant grants permission for the Provider to use photographs or video recordings taken during the Activity for marketing or promotional purposes without compensation.

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## **12. GOVERNING LAW AND SEVERABILITY**

This Agreement shall be governed by the laws of the State of Connecticut. If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.

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## **13. ACKNOWLEDGMENT AND SIGNATURE**

BY SIGNING BELOW, PARTICIPANT ACKNOWLEDGES THAT THEY HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT, AND THAT THEY ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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## **MINOR PARTICIPANTS (UNDER 18)**

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

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**Thank you for participating responsibly. Stay safe on the water.**