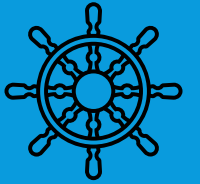


**May 19, 3:30 PM–6:30 PM, dock to dock**  
**Al Gauron Deep Sea Fishing & Whale Watching**  
**1 Ocean Blvd, Hampton Beach**

**\$25 pp**

Complete back portion of this form and return to KES or town hall with cash or check made out to Town of Kensington, note: KRSC fishing trip



## LIL' CAPTAINS & THEIR LADIES FISHING EXPEDITION

Before asking questions, check out the FAQ's page your question may already be answered: <https://algauron.com/faq/>

- Prices include all fishing gear, bait and a lil' captain take home item
- You may bring food and non-alcoholic beverages, boats are equipped with full galleys and bar.
  - No glass containers permitted on any of their boats.
  - Please wear rubber soled shoes and pack a jacket.
  - \$5.00 cash parking by the state-run parking lot
- Arrive in time to park, boat will leave dock promptly at 330pm

\*additional waiver may be required by vendor



**1.ACKNOWLEDGEMENT OF RISKS.** Recreational activities, programs, equipment, and facilities have inherent risks even in a controlled environment. It is impossible to enumerate all of the possible ways in which injuries may occur. Some examples include but are not limited to: (1) misuse of equipment or facilities; (2) physical contact with equipment; (3) failure of the facilities or equipment; (4) mental or physical health problems of myself or others; and (5) negligence of myself or others. I agree and acknowledge that:

2.The above list is not complete and that other unknown or unanticipated risks may result in bodily injury, property damage, permanent disability, paralysis, death, or other loss for me or for others.

3.I am, and all other individuals are, responsible for our own safety.

4.I have responsibilities to discontinue my participation if I believe the conditions are unsafe.

5.I have no mental or physical problems or limitations that might compromise or affect my ability to participate in recreational activities and recreational programs and use of the equipment, facilities, and property. E. I am fully capable of participating in these activities without causing harm to me or others.

6.I will follow any and all policies, rules, and regulations as the same may be amended from time to time. G. Individuals are available to answer any questions about the nature and physical demands of these activities and the risks associated with these activities.

7.There are no assurances of my own safety and I assume all risks involved in my participation. I. My participation or attendance is purely voluntary, and I choose to participate in or attend such activities in spite of, and with complete knowledge of, the risks of injury to me or others.

I ASSUME AND ACCEPT FULL RESPONSIBILITY FOR ALL RISKS IDENTIFIED HERE AND FOR THOSE RISKS NOT IDENTIFIED, AND FOR BODILY INJURY, PROPERTY DAMAGE, PERMANENT DISABILITY, DEATH, PARALYSIS, OR OTHER LOSS SUFFERED BY ME AS A RESULT OF THOSE RISKS, MY OWN NEGLIGENCE OR OTHER CONDUCT, OR THE NEGLIGENCE OF THE RELEASEES.

**1.RELEASE.** I HEREBY WAIVE, RELEASE, AND DISCHARGE (AND COVENANT NOT TO SUE) THE TOWN OF KENSINGTON, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, VOLUNTEERS, AND ALL OTHER PERSONS OR ENTITIES ASSOCIATED WITH THE TOWN OF KENSINGTON (COLLECTIVELY, THE "RELEASEES") FROM ALL LIABILITIES, CLAIMS, DEMANDS, LOSSES, DAMAGES, OR CAUSES OF ACTION RELATED TO ANY INJURY TO, OR ILLNESS, DEATH, PERMANENT DISABILITY, OR PARALYSIS OF, ANY PERSON (INCLUDING ME), OR DAMAGE TO ANY PROPERTY (INCLUDING MINE), (WHETHER OR NOT AS A RESULT OF THE NEGLIGENCE OF ANY OR ALL OF THE RELEASEES) RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH MY PARTICIPATION IN RECREATIONAL ACTIVITIES AND PROGRAMS, AND/OR MY USE OF TOWN OF KENSINGTON PROPERTY, EQUIPMENT, AND/OR FACILITIES.

**2.INDEMNIFICATION.** I HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASEES FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, LIABILITY, OR JUDGMENT (INCLUDING WITHOUT LIMITATION, LEGAL FEES ASSOCIATED WITH DEFENDING SUCH CLAIM), RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATED TO MY PARTICIPATION IN RECREATIONAL ACTIVITIES/PROGRAMS AND/OR MY USE OF TOWN OF KENSINGTON PROPERTY, EQUIPMENT, AND/OR FACILITIES.

I have carefully read, understand, and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon me, my family, my heirs, executors, administrators, and representatives. I agree that if any portion of this Agreement is held to be invalid, the balance of this Agreement shall continue in full force and effect. I agree that a photocopy or facsimile copy of this Agreement, if fully executed, shall have the same force and effect as the original. Nothing in this Agreement shall

be construed as a waiver of any statutory or common law immunity or limitation of liability available to the Town of Kensington, its officials, officers, volunteers, employees, and agents.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT AND HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS. I HAVE READ AND UNDERSTOOD IT. I AGREE TO BE BOUND BY ITS TERMS.

**---- Photo Release Agreement ----** If the "Permission to use Photos" was selected as **Yes**, I grant the Town of Kensington, its representatives, and employees the right to take photographs of me/us in connection with its programs. I also agree that the Town of Kensington has permission to use any program sponsored pictures in which any likeness appears. I authorize the Town of Kensington to copyright, use and publish these photo images in print or electronically. I agree that the Town of Kensington may use such images without my name and for any lawful purpose, including for example such purposes as publicity, marketing collateral, presentations, print advertising and web content.

I accept all terms of waiver (required for participation)

☐

Yes! Use my/our pics to spread the word! (no names will be used)

☐

No, Do not publish pictures of me/us

☐

Name of all Participants in family: \_\_\_\_\_

Complete Address (Street, City, State): \_\_\_\_\_

Emergency Contact Name & Phone Number: \_\_\_\_\_

Signature (parent or guardian if under 18): \_\_\_\_\_

Printed Name of Parent or Guardian: \_\_\_\_\_

if financial assistance is needed please contact

[Kensington@kensingtontown.com](mailto:Kensington@kensingtontown.com)