

Kayak Connection Liability Release and Express Assumption of the Risk

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|-----------------------------|------------------------------|--|
| Participant Last Name _____ | Participant First Name _____ | Existing medical conditions? No Yes: _____ |
| Address _____ | | |
| City _____ | State _____ | Zipcode _____ |
| Home Phone _____ | Cell Phone _____ | |
| Email Address _____ | Can we email? _____ | |

For Participants 18 Years & Older

In consideration of the services of Kayak Connection, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "KC"), I hereby agree to release and discharge KC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in the instructional activities, tours, rentals, and trips offered by KC. Some risks are inherent in kayaking, canoeing, boogie-boarding and stand-up paddle boarding, even in still water; other risks are posed by the forces of the currents, swells, and waves in the Slough, the ocean, lakes or rivers; other risks are inherent in outdoor activities, wilderness travel, or water sports generally; still other risks may arise from conditions, situations, or activities of which I am presently unaware. All water activities are dangerous activities. Further, dangers may present themselves during the rental time, class, tour or trip, including risks posed by travel to such activity. **I expressly agree and promise to accept and assume all of the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by the ordinary (but not gross) negligent acts or omissions of KC.** My participation in these activities is purely voluntary, and I elect to participate in these activities in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless KC from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of KC's equipment, instruction, tours or trips, including any such claims which I have or may have that allege ordinary negligent acts or omissions of KC. I understand that this release includes all claims against KC arising from its ordinary negligence, but does not include claims arising from KC's alleged gross negligence. Should KC or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I certify that I have no medical or physical condition which could interfere with my safety while participating in these activities, or else I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition. I understand that certain skills, abilities, and physical and mental health, and fitness are required in order to reduce the dangers involved in water activities, and I certify that I possess these skills. I agree to wear a properly fastened personal floatation device at all times while in the water, and to use such other safety equipment as may be provided to me by KC. I understand and agree that should emergency rescue evacuation become necessary, the expenses are my sole responsibility and not that of KC.

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

Participant Printed Name:

Signature:

Date: