Epic Graphics Kayak Rentals

32350 N Harbor Drive, Fort Bragg, CA 95437

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing

This is a release of liability and waiver of certain legal rights

In consideration for my being permitted to participate in the activities of Epic Graphics, I agree to the following Waiver and Release:

I acknowledge that kayaking has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. Water hazards in boating and wading in the rivers including drowning;
2. Injuries from fishing equipment and other participants;
3. Encounters with wildlife, animals, and insects;
4. Temperature extremes;
5. Inclement weather conditions and unavailability of immediate medical attention in case of injury.

I understand the risks, hazards, and dangers of boating and have had the opportunity to discuss them with Epic Graphics. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks.

I have been instructed that **I am not to go beyond the Noyo Bridge**, the kayaks are for river use only. I have also been instructed to not enter the Noyo Mooring Basin where the boats are docked. *Initial*_____

I AM VOLUNTARILY USING THE SERVICES OF Epic Graphics WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Epic Graphics, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of Epic Graphics or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue Epic Graphics as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of Epic Graphics.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Printed Name of Participant_____ Signature:_____

Date:_____ Phone:_____ Email:_____

Address:_____ City/State:_____ Zip:_____

Emergency Contact:_____ City/State:_____ Phone:_____

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If under eighteen years of age, parent, guardian, or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the above minor being permitted by Epic Graphics to participate in the activities of Epic Graphics which include, without limitation, the use of its services, animals and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Epic Graphics, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of Epic Graphics and his or her use of the property, animals, if any, and facilities of Epic Graphics. I, for myself and on behalf of said minor, further agree not to sue Epic Graphics as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of Epic Graphics.

Date_____ Signature of Parent, Guardian or Custodian of Minor_____

Print Name of Minor _____

Date_____ Witness _____