



BAY KAYAKING

RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT AND ASSUMPTION OF RISK

Read carefully before signing

I am aware that participation in Bay Kayaking activities is dangerous, physically demanding and hazardous, involving risk of injury, death, or personal property loss or damage. The risks include, but are not limited to, injury or fatality due to immersion under water, impact with submerged or exposed objects, slipping and falling, accident or injuries in remote places without medical facilities, sprains, strains, dislocations, or other injuries, exposure to temperature extremes or inclement weather, accidents while traveling to and from activity sites and other risks that may not be known. I am also aware that weather and sea conditions are unpredictable and are dangerous.

The dangers involved in sea kayaking include those that may arise from the negligent acts or failures to act on the part of my instructors, trip leaders and fellow paddlers.

I am at all times fully and solely responsible for my own safety and well-being during trips, classes, courses and events involving sea kayaking and related activities conducted under the auspices, sponsorship or leadership of BAY KAYAKING, its officers, agents and instructors, and in transit to and from such activities.

I expect to assist my fellow paddlers to the best of my own personal skill and ability if they appear to need such assistance, but only so long as I can do so, in my own judgment, without significant danger to myself. I further understand that this does not imply any legal duty for me to do so, nor for anyone else to render such assistance to me.

In Consideration for being permitted to participate in these activities I AGREE TO:

RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE BAY KAYAKING, BAY KAYAKING staff, instructors, trip leaders, all trip participants, (collectively referred to as RELEASEES) for ALL CLAIMS OF LIABILITY for injury, death, property damage or other loss, now or in the future, as a result of my participation in these activities or activities incidental thereto, EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASEES.

TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from all claims of liability for any injury, death, property damage or other loss I incur EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASEES.

ASSUMPTION OF RISK – I acknowledge the dangers in the activities and I voluntarily ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, AND ACCEPT FULL RESPONSIBILITY for injury, death, property damage or other loss EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASEES.

I am free of any medical condition that might create undue risk in myself or others who might depend upon me in these activities.

IT IS THE INTENTION OF THIS AGREEMENT TO EXEMPT AND RELIEVE FROM LIABILITY AND BAR ANY RIGHT TO SUE RELEASEES FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE. I expressly agree that this Release and Waiver of Liability, Indemnity Agreement and Assumption of Risk Agreement is intended to be as broad and inclusive as permitted by the laws of the various states in which BAY KAYAKING activities are conducted and that, if any portion of the agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

In the event that I am injured during an activity of BAY KAYAKING, I give permission for activity participants to administer first aid and to seek medical assistance as deemed necessary. I intend that the releases, waivers and assumptions of risk contained in this agreement shall fully apply to any claim whatsoever on account of first aid treatment or service rendered to me during my participation in BAY KAYAKING activities, EVEN IF CAUSED BY NEGLIGENCE OF RELEASEES.

I have carefully read this agreement and fully understand its contents. I AM AWARE THAT THIS IS A RELEASE AND WAIVER OF LIABILITY TO ALL RELEASEES AND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP IMPORTANT LEGAL RIGHTS. I understand and freely sign this agreement and agree that no oral representations, statements or inducements have been made apart from the foregoing agreement. This AGREEMENT shall bind my heirs, executors, assigns, legal representative and family members.

Name (print): _____ Signed: _____ Date: _____

Parent or Guardian, if Participant is less than 18 years old:

Name (print): _____ Signed: _____ Date: _____

In case of emergency contact:

Name (print): _____ Phone: _____