

## RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNIFICATION AGREEMENT DEADMANS ISLAND KAYAK + SUP, LLC

In consideration of the services of DEADMANS ISLAND KAYAK + SUP, LLC, its agents, owners, officers, volunteers, participants, sister or subsidiary corporations, employees, sales agents, subcontractors and all other persons or entities acting in any capacity on their behalf (hereinafter collectively "DIKS"). I hereby agree as follows:

**1. INHERENT RISKS:** I acknowledge that there are inherent risks in an activity such as kayaking, stand-up paddle boarding, and related activities. These risks, both known and unanticipated, could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I also understand and acknowledge that failing to use or properly use safety equipment increases my risk of injury or death while kayaking, stand-up paddle boarding, and related activities. The inherent risks associated with the activity in which I am about to participate include, but are not limited to: vessel collisions; capsizes; drowning or other causes of death; contact with submerged hazards; encountering tidal currents and unpredictable ocean conditions; lightning; dangerous weather events; open water crossings; natural hazards; encountering dangerous or aggressive wildlife or insects; strains; falls; fractures; concussions; total or partial paralysis. It is possible that I could contract an illness or disease from food-borne, airborne, water-borne or surface pathogens including but not limited to COVID-19 and subsequent mutations and strains, which, while they seem open and obvious, also have inherent risks associated with them. Pathogens could be transmitted from other participants, third-parties, DIKS staff, or unknown sources. It is possible that I could be injured if I come in contact with kayaks, paddle boards, paddles, or other equipment necessary to the operation of the trip; the kayak/paddle board may break down; it is possible that loss of control of the kayak/paddle board could occur resulting in collision or capsizing or sinking causing me to enter the water; while in the water I may become disoriented, panicked and/or experience trauma; I can slip or fall getting to and from the kayak or paddle board. I understand that the areas in which I might hike or walk sometimes hide dangerous obstacles such as slippery rocks and seaweed, unstable ground, and other natural or man made obstacles; accidents can occur getting into and out of the kayak/paddle board; exposure to the natural elements could cause sunburn, dehydration, or heat related illness; I understand that prolonged exposure to cold water can result in "cold water immersion" syndrome or "cold shock," hypothermia and in extreme cases death; communication on the water in which this activity occurs is sometimes difficult and in the event of an accident, rescue and medical treatment may not be immediately available. I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in DIKS events/activities and I assume the risks and hazards associated with the event/activities whether known or unknown.

I specifically acknowledge also that activities may involve rustic and/or remote situations which may present "comfort style" issues for which I accept responsibility. I specifically acknowledge that, in the event I choose to consume drugs or alcohol during my trip, I will bear complete responsibility for myself and for any damages I may cause to DIKS, its property, or to other guests. I acknowledge that while enjoying land-based activities there are numerous other issues I may encounter, which, while they seem open and obvious, also have inherent risks associated with them.

I acknowledge that I may choose to participate in activities that are provided by other vendors or operators (i.e. taxis, ferries, and shuttles) over which DIKS has no control. Those activities are incidental to the activities provided by DIKS and may involve errors in judgment by the other vendors or operators for which DIKS can bear no liability. Transportation to and from the activity is incidental to the activity. Furthermore, DIKS staff have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and/or I as the participant may fail to understand the safety directions due to other issues. I specifically acknowledge that decisions made by staff and participants are often made in potentially dangerous settings and are made based on often imprecise, momentary and subjective perceptions so that decisions are subject to errors in judgment that cannot and should not be associated with fault at a later point in time.

**2. EXPRESS ASSUMPTION OF ALL INHERENT RISKS:** As lawful consideration for being allowed to participate in activities offered by DIKS, I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume all the risks existing in this activity. My/our participation in this activity is purely voluntary, and I/we elect to participate in spite of the risks. **I/we expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of our own free will.**

**3. RELEASE OF LIABILITY.** I specifically understand that I AM RELEASING, DISCHARGING AND WAIVING ANY AND ALL CLAIMS OR ACTION that I may have presently or in the future for the acts or other conduct, whether or not negligent, by DIKS, its staff, its owners, directors or officers (the "Released Parties"), by me, or any other third party or person. Furthermore, it is my intention to **release, exempt and relieve** the Released Parties from any and all liability, causes of action, claims and demands that may arise in any way from any injury, death, loss, damage, or harm that may occur to me or to any other person or to any property regardless of any negligence on the Released Parties' part, except to the extent of any of the Released Parties' gross negligence, intentional or reckless misconduct or any other liabilities not permitted to be contractually excluded under Washington law. I agree to DEFEND, INDEMNIFY AND HOLD Released Parties HARMLESS from and against any and all claims, including claims for their or my negligence, as well as for any and all costs, claims, expenses or liabilities arising from my participation or conduct before, during or after kayaking, including but not limited to attorneys' fees and court costs. I agree not to sue or make a claim against the Released Parties for death, injuries, loss, or harm that may occur before, during, or after the kayaking activity.

4. **Duty to Follow Rules & Pay for Damages.** I agree to abide by all the rules and follow the guidelines that DIKS’s staff provided to me during the safety talk and I agree to listen carefully to the DIKS staff and follow their instructions during the activity, whether or not we are on land or on water, or in or out of the equipment. Whenever I am on the water, I WILL AT ALL TIMES WEAR A LIFE VEST OR PERSONAL FLOTATION DEVICE. I agree that I will liable for and shall pay to DIKS any and all cost for damage to DIKS equipment arising from my misuse of the equipment or negligence.
5. **Governing Law and Venue.** This Agreement shall be construed according to Washington State law and Washington State Pierce County Superior Courts shall have exclusive jurisdiction. The prevailing party will be entitled to their attorneys’ fees and costs.
6. **Use of Images & Likeness.** I understand that photos or videos may be taken of me while preparing for or engaging in the activity. I knowingly WAIVE, to the fullest extent permitted by law, any and all rights of publicity or privacy and I pre-approve any of DIKS’s use of my likeness or name associated with such likeness, and grant to DIKS, and its successors or assigns, unrestricted use, for any legal purpose, of such likeness to publish by any means and in any form or to copyright such likeness.
7. **Binding on my Estate and Representatives.** I voluntarily agree on behalf of my estate, heirs, representatives and assigns, that they will be obligated to adhere to, be bound by and enforce the terms of this agreement, including the release and indemnification terms, and they will **waive, discharge, hold harmless, defend and indemnify** the Released Parties from any and all claims or any cause of action, except to the extent not permitted to be contractually excluded under Washington law.
8. **Severability & Entire Agreement.** This is the entire agreement between the parties and cancels any prior agreements or understandings. If any term is determined invalid, illegal or unenforceable, the remaining terms shall be enforceable to the fullest extent permitted by law.

I/WE HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (**TWO PAGES**). I/WE HAVE READ AND UNDERSTOOD IT, AND I/WE AGREE TO BE BOUND BY ITS TERMS.

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

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

\_\_\_\_\_

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

Today’s Date: \_\_\_\_\_

**Parents or Guardians Additional Signature**  
**(Must be completed for participants under 18 years of age)**

In consideration of the minor child being permitted to participate in kayaking or stand-up paddle boarding & related activities, I, as the parent/responsible adult guardian of the minor, agree to all the Agreement’s terms and RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES AND CLAIMS THAT MAY ARISE IN ANY WAY FROM INJURY, HARM, LOSS OR DEATH THAT MAY OCCUR TO THE MINOR, including but not limited to any claim arising from Released Parties’ negligence, except to the extent of their gross negligence, intentional or wanton misconduct or any other liabilities not permitted to be contractually excluded under Washington law. I agree to be fully responsible for any medical expenses incurred by the minor child as a result of the minor child’s participation in the activity.

Printed Name of Legal Guardian: \_\_\_\_\_ Relationship to Minor: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_