

LIABILITY WAIVER- TRIP

Acknowledgment of Risks

I acknowledge kayaking, SUP, canoeing even in still water, entails known and inherent risks, as well as unknown/unanticipated risks which could result in illness or injury, including permanent disability, trauma, paralysis, death, drowning, mental or emotional injury, and severe social and economic losses which might result not only from my own actions, inactions, or negligence, but also the actions, inactions, or negligence of others, the rules of play, or the condition of the premises or of any equipment used.

Initial _____

Assumption of Responsibility

I agree that, prior to participating, I will inspect the water, wind, and weather conditions and equipment to be used. If I believe anything is unsafe, I will immediately advise a City Kayak's employee of such condition(s) and refuse to participate. In recognition of the inherent risks of the activities which I or any minor children for which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activities and using the equipment. **I freely accept and assume all such risks, dangers, and hazards associated with kayaking, SUP, canoeing**, walking and swimming, and the possibility of personal and physical injury, accidents, death or property damage or any loss as result therefrom. I assume all the foregoing risks and accept personal responsibility for the damages and medical expenses following any such injury, permanent disability or death.

Initial _____

Release of Liability

I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, personal representatives and estate do hereby release City Kayak: agents, officers, volunteers, participants, employees, and all other person or entities acting in any capacity on behalf of its principals, and each and every landowner, municipal and/or government agency, and conservation trust upon whose property an activity is conducted, from all liability and waive any claims for damage arising from any cause whatsoever, including death. I acknowledge and agree that by signing this document, **I am giving up the right to sue the released parties for any damages** I suffer while participating in this activity.

Initial _____

Other clauses

City Kayak employees and other participants may photograph and film my participation in this activity for commercial and promotional purposes. **I will pay for damages or replace any equipment rented under this agreement but not returned to City Kayak.** This release is intended to be as broad and inclusive as is permitted by the California law. If any portion, clause or subclause is held invalid, I agree that the balance shall continue in full force and effect.

Initial _____

Valuable Boating Rules

Larger boats have right-of-way. Stay on one side in a narrow area. Avoid blind spot. Punch through boat wakes. Keep away from backwash. I agree to pay rescue fee if applicable.

Initial _____

I HAVE READ THE ABOVE WAIVER AND RELEASE, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT VOLUNTARILY.

Alert a staff if you have concerns in...

 Movement, Vision, Hearing,
 Motion Sickness, Pregnancy,
 skipped a meal, hangover,...

Check paddling experience

 Beginner
 Intermediate
 Advanced

Check last time paddled

 Never
 Within 1 year
 Over 1 year

Emergency Contact

 Name

 Phone

Date _____ Name _____ Signature _____

List accompanying youths _____

Sign after paddling _____