

Liability Waiver - Rental

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.

Initial _____

Other Clauses

I will pay for damages or replace any equipment rented under this agreement but not returned to City Kayak. City Kayak employees and other participants may photograph and film my participation in this activity for commercial and promotional purposes. 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. I agree to pay the rescue fees if applicable.

Initial _____

Safety and Rescue Policy

In case of emergency call 911 or City Kayak and stay with your kayak. You must wear life jacket for your protection. Beginners need to stay in protected areas. Each person is given a boundary based on the weather and capabilities. If you leave the above permitted route, you will be charged \$100. City Kayak charges \$50 per 30 minutes for rescues. US Coast Guard sets own rescue fees which may be up to \$17,000.

Initial _____

Check if you have concerns in... Movement, Vision, Hearing, Motion Sickness, Pregnancy, skipped a meal, hangover,...	Check paddling ability <input type="checkbox"/> Beginner <input type="checkbox"/> Intermediate <input type="checkbox"/> Advanced	Check last time paddled <input type="checkbox"/> Never <input type="checkbox"/> 1 years or more <input type="checkbox"/> Within 1 year	Are you able to... <input type="checkbox"/> Swim in open water <input type="checkbox"/> Paddle 3 knots for 30min <input type="checkbox"/> Re-enter a kayak
Emergency Contact Name Phone	On-the-water phone number	Permitted Route <input type="checkbox"/> Mission Creek <input type="checkbox"/> Downtown <input type="checkbox"/> Ramp	_____ pm due to the risk of: <input type="checkbox"/> Strong wind <input type="checkbox"/> Strong currents <input type="checkbox"/> _____

Important Boating Rules - 1. Larger boats have the right-of way. 2. Stay on one side in a narrow area. 3. Avoid blind spots. 4. Punch through boat wakes. 5. Keep away from other boat's backwash and structures in the bay.

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

First Name Last Name	Date Signature	List accompanying youths	Sign after paddling
---	-------------------------------------	---------------------------------	----------------------------