

**BLUE WATERS KAYAKING  
PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK**

In consideration of the services of Blue Waters Kayaking, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "BWK"), I hereby agree to release, indemnify and discharge BWK, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that sea kayaking entails known and unanticipated risks that could result in physical or emotional injury, paralysis, 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.

**The risks include, among other things:** boat capsizes; tidal conditions and currents; travel in remote areas; collision with objects or other watercraft; prolonged exposure to cold water, hypothermia, accidental drowning; mental anguish or trauma, illness in remote areas; adverse weather conditions, exposure to sun, strong wind, cold storms, large waves, eddies and whirlpools, and lightning; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries; slips and falls while hiking; and rapidly changing weather and water conditions.

Furthermore, BWK guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware 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 the equipment being used might malfunction.

- 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BWK from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of BWK's equipment or facilities, **including any such claims which allege negligent acts or omissions of BWK.**
- 4. Should BWK or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- 6. In the event that I file a lawsuit against BWK, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I agree that any film or photographs of me/us, as participants, become the property of BWK and may be used for promotional or commercial purposes.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against BWK on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ Signature of Participant \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip code

Phone \_\_\_\_\_ Email \_\_\_\_\_ Date \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by B.W.K. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless B.W.K. from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_