
Name

Phone

Email

Destination

Kayak Model

Start Time

End Time

Due In

Payment

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with boats, watercraft and water accessories, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage.

Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. Hazards related to boats and water activities include but are not limited to: collision, capsizing, sinking, or other hazards that may result in wetness, injury, exposure to elements, hypothermia, impact of the body upon the water, upon rocks, injection of water into my body orifices, marine life forms, drowning, injury and/or death.
4. Running into objects, persons or animals including but not limited to fallen skiers, jet-skis, barely submerged logs and stumps and other hazards that are not visible until it's too late.
5. Carbon monoxide exposure and/or poisoning from my vessel or other's vessels.
6. My own negligence and/or the negligence of others, including but not limited to operator error.
7. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
8. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
9. Exposure to outdoor elements including but not limited to avalanche, rock fall, raising water, inclement weather, thunder and lightning, severe and or varied wind, temperature or weather conditions.
10. Attack by or encounter with insects, reptiles, and/or animals.
11. Accidents or illness occurring in remote places where there are no available medical facilities.
12. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death. Participant agrees to inspect all equipment before use and ask questions of facility employees if Participant does not fully understand how to use and/or operate the equipment or facilities. Participant accepts any equipment AS IS and agrees to return any equipment before use that is believed by Participant to be damaged or defective for replacement or repair. Participant accepts full responsibility for the care of the equipment and agrees that Participant is responsible for the replacement at full retail value if any equipment is damaged or not returned.

Release of Liability, Waiver of Claims and Indemnity Agreement.

In consideration for being permitted to participate in the above described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as Releasees.
Half Moon Bay Kayak Company
2. To release the Releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether causes by active or passive negligence of the Releasees or otherwise. By executing this document, I agree to hold the Releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTRILY WITH OUT ANY INDUCEMENT.

 Signature

 Name (Please Print)

 Date

 Signature

 Name (Please Print)

 Date

FOR PARTICIPANTS OF MINORITY AGE: this is to certify that I, as Parent, Guardian, temporary Guardian with legal responsibility for this Participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

 Signature of parent or adult legal Guardian if Participant is a Minor, and by their signature they on my behalf release all claims that both they and I have

 Name of Parent or adult legal Guardian (Please Print)

 Date

 Minor's Full Name (Please Print)

 Date