AGREEMENT, RELEASE & ASSUMPTION OF RISK

Contractual Relationship. By my signature and acceptance below as "Participant", I hereby enter into this binding Liability Release and Hold Harmless agreement (referred to as the "Agreement") that affects my rights and obligations related to Salish Sea Kayak School (SSKS) its owners, other participants, instructors, activity leaders, and all other persons or entities acting in any capacity on its behalf (collectively referred to as SSKS). I hereby agree to release and discharge SSKS on behalf of myself, my spouse/partner, my children, my heirs, assigns, any personal representatives and my estate as follows.

I acknowledge that all sea kayaking activities involve risks, known and unanticipated, which could result in physical or emotional injury, death, or damage to myself, property, or third parties; can be physically demanding; that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities; that I am familiar with the risks involved; that such risks include but are not limited to:

Weather conditions that may change quickly, including wind, lightning, fog and excessive heat and sun; water conditions that may change quickly, including waves, currents, tides, eddies, whirlpools and cold water temperatures; surf conditions along shore areas; hypothermia (being too cold) and hyperthermia (being too hot); contact with aquatic and land animals, including insects and wildlife, in the water, along the shore or other activity site; rocks or other debris falling from overhanging shore areas; difficult terrain or walking conditions along the shore or other activity site, including mud, rocks, steep slopes, and marine life such as barnacles and sea urchins; salt sores or accidental ingestion of salt water; personal injury or property damage to my equipment or property owned by others due to collision with motorized or non-motorized boats (including other kayaks, paddles and equipment) and their wakes, and with natural or man-made objects in the water such as trees and rocks or reefs, piers, buoys, driftwood and other debris or salt water immersion; entrapment or being crushed while in a kayak; muscular or skeletal injury, dislocation or strain due to physical exertion, especially in the wrist, shoulder and back; improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; my own physical condition and my own acts or omissions including my level of kayaking experience and expertise; the consumption of tainted food or drink during the trip; falling, capsizing or being flipped into the water (either intentionally or unintentionally); my own and other participants' attempts to exceed kayaking skills and/or kayaking in a reckless manner; my own failure or that of other participants to follow the safety guidelines and other instructions of SSKS staff, including always wearing shoes and a personal flotation device; improper use of equipment; vehicular or pedestrian accident while being transported or walking to or from activity sites.

Furthermore, SSKS instructors have difficult tasks to perform. They emphasize safety and safe practices at all times, but they are not infallible. They may not be aware of a participant's fitness or abilities, misjudge weather, water conditions or other factors. They may give inadequate warnings or instructions, and equipment malfunction can occur.

Therefore, on behalf of myself and my heirs, assigns, and executors, I hereby:

(a) Certify that I have insurance to cover injury or damages I may cause or suffer during participation in SSKS activities, or else I agree to bear such costs;

(b) Certify that I have no condition, medical or otherwise, that could interfere with my safety in this activity, or else I am willing to assume, and bear the cost of, all risks created by or related to such condition

(c) Voluntarily elect to participate in SSKS activities in spite of those risks;

(d) **Assume all risks**, known and unanticipated, arising out of my participation in SSKS activities;

(e) **Assume full and complete responsibility for any injury or loss** arising out of my participation in SSKS activities;

(f) **RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS** SSKS from any and all liability, causes of action, claims, demands, costs or debts of any kind or nature, associated with or arising out of my participation in SSKS activities, whether such claims are based on negligence or otherwise and whether brought by myself or by any third persons (collectively referred to as "Claims"); and

(g) Agree to **INDEMNIFY AND HOLD HARMLESS** SSKS and anybody acting on its behalf for any **attorney's fees and costs** that they should incur in an effort to enforce this agreement.

I agree that the venue of any litigation regarding this Agreement shall be in Whatcom County, Washington, that Washington State law shall govern the interpretation of this Agreement; and that if any part of this Agreement is found to be unlawful, that finding shall not affect the remainder of the Agreement.

I HAVE READ, UNDERSTOOD, AND ACCEPTED THE CONDITIONS OF THIS LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT AND I AGREE TO BE BOUND BY ITS TERMS.

_____ _____ _____

Printed Name of Participant Signature of Participant Date

_____ _____

Printed Name of Parent or Guardian (if Participant is under the age of 18) Signature of Parent or Guardian