ACKNOWLEDGEMENT OF RISKS AND WAIVER OF LIABILITY

In consideration of the equipment and/or services offered by Aquasports, their officers, agents, employees, subcontractors, and stockholders, and location landowners including but not limited to the State of California and the National Park Service of the United States, and all other persons or entities associated with those businesses and any landowners (hereinafter collectively referred to as "Outfitter"), I agree as follows:

Although Outfitter has taken reasonable steps to provide me with appropriate equipment, Outfitter has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of this activity and can be the cause of loss or damage to any equipment, or accidental injury, illness, or in extreme case, permanent trauma or death. Outfitter does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

Participating in water sports or other recreational outdoor sports exposes me to inherent and incidental risks such as the training, acts, omissions, recommendations, advice, first aid or other emergency treatment or services given by Outfitter; latent or apparent defects or conditions of the equipment supplied by Outfitter; the use or operation, by myself or others, of said equipment; acts of other participants or guests of Outfitter or other persons; weather and sea conditions; rough terrain (such as sea caves, cliffs, loose rock, steep slopes, hidden obstacles, etc.); the physical condition of myself or the referenced minor child; the lack of emergency medical services and relative isolation of any particular location; the consumption of food, drink, or drugs by any party; *or anything that may arise from any negligent or reckless acts or omissions, strict liability, or breach of contract by Outfitter*.

I am aware that outdoor sports in general, and kayaking and water sports in particular, entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge that there are inherent risks, both known and unknown.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of Outfitter has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself and anyone to whom I make the equipment available, including all minor children in my care, custody, and control, and for any others which I may allow to participate and/or use equipment provided under this agreement, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and danger identified herein and those inherent risks and dangers not specifically identified, or as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, anyone to whom I make the equipment available, my heirs, assigns, personal representative and estate and for all members of my family, including minor children. Should Outfitter or anyone acting on Outfitter's behalf be required to incur attorney's fees and/or costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

Under 18, signature of Legal Guardian required.
Email address is optional; to be used sparingly for new trip announcements and special offers – <u>never</u> given to others!

Signed: Printed: Dated:

EMAIL:

Signed: Printed: Dated:

EMAIL: