

## Assumption of Risk & Release of Liability

**Name(Print):** \_\_\_\_\_ **Group:** \_\_\_\_\_  
**Parent's name if minor:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City** \_\_\_\_\_ **ZIP** \_\_\_\_\_  
**Emergency Contact:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
**Program:** \_\_\_\_\_ **Program Date:** \_\_\_\_\_

In consideration of the services of Monterey Bay Kayaks, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein collectively referred to as Monterey Bay Kayaks), I hereby agree to release and discharge Monterey Bay Kayaks, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that kayaking entails known and unanticipated risks which 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, but are not limited to: open water, cold water, wind, waves, currents, unpredictable weather and environmental conditions, obstacles onshore or in the water (natural and/or man-made), wildlife (animals, birds, fish), and plants, negligence caused by third parties, and my own negligence.

Further more, Monterey Bay Kayaks' guides, instructors, and other staff seek to provide a safe environment and experience, but are not infallible. They might misjudge the weather or terrain, or give inadequate warnings. They might be ignorant of a person's fitness, past experiences, or abilities. I understand that there are different levels of participation available and I have chosen the activity myself, based upon my judgement of my skills. I have made no misrepresentation of my abilities to participate and use the equipment.

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 Monterey Bay Kayaks 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 Monterey Bay Kayaks' equipment or facilities, including any such Claims which allege negligent acts or omissions of Monterey Bay Kayaks.

4. Should Monterey Bay Kayaks 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 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 have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition.

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 Monterey Bay Kayaks on the basis of any claim from which I have released them herein. It is the intention of the undersigned to exempt and relieve Monterey Bay Kayaks and associated parties from liability for personal injury, property damage, or wrongful death.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Monterey Bay Kayaks and affiliated parties and I sign it of my own free will.

**Signature of Participant:** \_\_\_\_\_

### **Minors under 18 years MUST have the following completed in order to participate:**

In consideration of \_\_\_\_\_ (print minor's name ("Minor")) being permitted by Monterey Bay Kayaks to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Monterey Bay Kayaks 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/Legal Guardian Signature:** \_\_\_\_\_

