

Southwind Kayak Center, Inc.

Release of Liability and Assumption of Risks and Rental Agreement

You are giving up important legal rights. Read this agreement carefully before signing!!!

In consideration of the services of Southwind Kayak Center, Inc., their agents, officers, directors, shareholders, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "S.K.C."), I hereby agree to release and discharge S.K.C., on behalf of myself, my children, parents, heirs, assigns, personal representative and estate as follows:

1. I acknowledged that the use of kayaks, canoes and other paddle craft entails known and unanticipated risks which may 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: exposure to tides, currents, strong wind, cold, storms, large waves, eddies and whirlpools, and lightening; capsizing; wrist, arm, shoulder and/or back injuries; mental anguish or trauma; collision with a boat, dock, rock or beach; immersion in water and hypothermia, accidental drowning, dehydration, sunburn; exposure to dangerous marine life such as sharks, jellyfish and stingrays; poisonous snake and insect bites; exposure to pollution, bacteria and other unhealthful conditions, poison oak, and allergic reactions; cuts, puncture wounds, burns, slips and falls while hiking that may result in sprains or broken bones; becoming lost.

I have chosen my paddling destination and route without relying on S.K.C. to assess my skill, equipment, or my ability to handle the paddling conditions that may develop on my trip. I understand that S.K.C.'s Staff have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of my fitness or abilities. They might misjudge weather, the elements or the terrain, sea and river conditions. They might give inadequate warnings or instructions, and the equipment used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My use of S.K.C.'s equipment is purely voluntary, and I elect to use it in spite of the risks. I will exercise my own good judgment.

3. I have carefully inspected the rented equipment as itemized above, and I accept the equipment as being clean and undamaged. I have received all requested instructions in the use of the rented equipment, and I have received satisfactory answers to any questions I may have regarding the use and function of the rented equipment. I accept full responsibility for all of the equipment I am renting or using, and I will immediately pay for its repair or replacement, at S.K.C.'s discretion, if I fail to return it or if I do not return it in a condition similar to that in which I received it. I authorize S.K.C. to place a deposit hold on my credit card and, if necessary, turn that hold into a debit to repair or replace lost or damaged equipment. I agree to pay a \$10 cleaning charge for any equipment not returned in clean condition.

4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold S.K.C. harmless 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 or transportation of S.K.C.'s equipment or facilities, **including any such claims which allege negligent acts or omissions of S.K.C.**

5. I realize that there is a risk of my becoming seriously injured in an area remote from medical care. I understand that I am solely responsible for all charges for all medical and emergency services and rescue operations that I may need. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while renting the equipment, 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. I recognize that there are risks involved in transporting kayaks, canoes, and other paddle craft on, or in, vehicles on the highway. These risks, both known and unknown, may result in severe damage to the rented equipment, physical or emotional injury, death or damage to myself, to vehicles and other property or to third parties. These risks include but are not limited to: the rented equipment may fall off the vehicle while it is stationary or in motion; tie down devices may break or come loose and allow loads to shift suddenly; equipment racks may fall off the transport vehicle. I accept full responsibility for determining the adequacy of the transporting vehicle and the devices used to secure the rental equipment to it, and I alone am responsible for securing the equipment to the transporting vehicle.

7. Should S.K.C. or anyone acting on their behalf, be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

8. In the event that I file a lawsuit against S.K.C., 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.

9. I understand that only those people who have signed this Agreement are authorized by S.K.C. to use S.K.C.'s equipment, and I agree not to allow anyone to use S.K.C.'s equipment who has not signed this Agreement.

By signing this document, I acknowledge that if anyone is hurt or property is damaged while using or transporting S.K.C.'s equipment, I may be found by a court of law to have waived my right to maintain a lawsuit against S.K.C. on the basis of any claim which I have released 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.

Signature of Participant _____ Print Name _____ Date _____

Signature of Participant _____ Print Name _____ Date _____

Parent's or Guardian's Additional Indemnification for Participants Under 18 Years Old.

In consideration of "Minor" being permitted by S.K.C. to use its equipment, I further agree to indemnify and hold S.K.C. harmless 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.

Sig Parent/Guardian _____ Minor's Name _____ Minor's Sig _____ Date _____

Sig Parent/Guardian _____ Minor's Name _____ Minor's Sig _____ Date _____