



## PARTICIPANT AGREEMENT, LIABILITY RELEASE AND ACKNOWLEDGMENT OF RISKS

In consideration of the services of Andree Hurley d/b/a Kayak Instruction Excellence, her employees, agents, volunteers and all other persons or entities acting in any capacity on her behalf (hereinafter "Hurley"), I hereby agree to release and discharge Hurley, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge sea kayaking entails known and inherent risks, as well as unknown/unanticipated risks which could result in **serious physical, mental or emotional injury or trauma, paralysis, death, drowning or damage to myself, third parties and my own or others' property**. I understand such risks cannot be eliminated without jeopardizing the essential qualities of this activity.

**These risks include but are not limited to:** 1) weather conditions that may change quickly, including temperature, precipitation, wind, lightning, fog and excessive heat and sun; 2) water conditions that may change quickly, including waves, currents, tides, eddies, whirlpools, water level; 3) surf conditions along shore areas; 4) overexertion, dehydration, hypothermia (being too cold), hyperthermia (being too hot), sunburn and anxiety or cold water induced shock; 5) contact with aquatic and land animals, including insects, reptiles and wildlife, in the water or on land; 6) rocks or other debris falling from overhanging shore areas and falling trees or branches; 7) difficult terrain or walking conditions along shore and trails, including mud, slippery rocks, loose footing and steep slopes, and marine life such as barnacles and sea urchins; 8) falling, capsizing or being flipped into the water (either intentionally or unintentionally), including when entering or exiting a kayak and resulting swims in rough water; 9) injury to a participant's finger, hand, arm, torso or head due to striking parts of a kayak or being struck by other objects while in a kayak; 10) salt sores or ingestion of sea water; 11) entrapment or being crushed while in a kayak; 12) personal injury or property damage to (or loss of) my property or property owned by others (including Hurley) due to collision with motorized (including fishing vessels/nets and jet skis) 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, docks, piers, buoys, driftwood and other debris, or due to salt or fresh water immersion; 13) muscular or skeletal injury, dislocation or strain due to physical exertion, especially in the wrist, shoulder and back, including knee injuries while getting into or out of a kayak, rotator cuff or shoulder injuries incurred during bracing or similar activities, and tendonitis or other repetitive strain injuries; 14) improper first aid, emergency treatment or other attempted rescue services, including evacuation and the unavailability of life saving services or immediate medical attention in the case of injury; 15) my own physical condition and acts or omissions, including my level of kayaking experience and expertise; 16) exposure to polluted or contaminated water, including giardia; 17) my own and other participants' attempts to exceed kayaking skills and/or kayaking in a reckless manner; 18) my own failure or that of other participants to follow the safety guidelines and other instructions of Hurley and her instructors/guides, including always wearing appropriate foot gear and a personal flotation device; 19) my own and others' improper use of equipment; 20) inadequate repair or maintenance of Hurley's facilities and equipment; 21) manufacturing or other defects, both apparent and latent, in the equipment supplied or used by Hurley; 22) vehicular or pedestrian accident while being transported or walking to or from Hurley's staging areas; and 23) **error or negligence on the part of Hurley and her guides, instructors and employees, including insufficient instruction or assistance.**

Furthermore, Hurley and her guides and instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might not be aware of a participant's fitness or abilities. They might misjudge the weather, the elements or the water or terrain. They may give insufficient warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in sea kayaking, including but not limited to those listed above. 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 **Hurley** from any and all claims, demands or causes of action which are in any way connected with my participation in this activity or the use of **Hurley's** equipment or facilities, **including all such claims which allege negligent acts or omissions of Hurley.**

4. Should **Hurley** or anyone acting on her behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I agree that substantive Washington law (and not only conflict of law rules) rather than the law of any other state or jurisdiction shall be applied in any legal action involving the interpretation, validity and/or enforceability of this agreement, and that any legal action resulting from my participation in this activity shall be brought only in Jefferson County, Washington. In the event any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.

5. I certify that I have insurance to cover 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 which could interfere with my safety in this activity,** or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such conditions.

6. I acknowledge that **Hurley has a Zero Tolerance drug and alcohol policy** and I certify that I have not consumed drugs or alcohol with six hours of this activity, and I will not do so while participating in this activity.

**BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF I AM HURT OR ANY 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 ANDREE HURLEY ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED HER 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: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Phone: \_\_\_\_\_

Participant's Age: \_\_\_\_\_ or (Check if over 18 years)