

Sea For Yourself Kayak Outfitters Participant Release of Liability and Assumption of Risk Agreement

*****READ BEFORE SIGNING*****

Address: _____ **Phone #:** _____

E-mail: _____ **check box if you would like future newsletters/deals**

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation. I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE SEA FOR YOURSELF KAYAK OUTFITTERS' owner and employees, as well as the town of San Simeon, the State of California, its officers, agents and/or employees from any and all claims, losses, damages or liability arising to me from my use of any equipment arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE, to the fullest extent permitted by law.
6. I also certify that I am a capable swimmer and will wear my personal flotation device (PFD) at all times during my rental period. My signature below also serves as a medical release in the event of an emergency.
7. I will bring back all equipment in same condition as given to me and am responsible to pay fair price to repair or replace.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

| PARTICIPANT'S SIGNATURE | PRINTED NAME | AGE | DATE |
|-------------------------|--------------|-------|-------|
| X _____ | _____ | _____ | _____ |
| X _____ | _____ | _____ | _____ |
| X _____ | _____ | _____ | _____ |
| X _____ | _____ | _____ | _____ |

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

| | | |
|---------------------------|-------|---------------------------|
| Parent/Guardian Signature | date | emergency phone number(s) |
| X _____ | _____ | _____ |
| X _____ | _____ | _____ |