

PLEASE READ BOTH PAGES, SIGN, AND DATE WHERE INDICATED

Whatcom Association of Kayak Enthusiasts (WAKE)

LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT

Page 1 of 2

Contractual Relationship. By my signature and acceptance below as "Participant," I hereby enter into this binding Liability Release and Hold Harmless agreement (referred to as the "Agreement") that affects my rights and obligations related to the Whatcom Association of Kayak Enthusiasts, its directors, officers, agents, volunteers, participants, members, activity leaders, and all other persons or entities acting in any capacity on its behalf (collectively referred to as "WAKE"). I recognize that my participation in WAKE activities is allowed in consideration of my entering into this Agreement and I acknowledge that such participation is adequate consideration for the rights I am hereby releasing and the obligations I am hereby undertaking.

Acknowledgement of Risk. I understand and acknowledge: (a) WAKE activities, including basic kayaking instruction, are physically demanding and are inherently dangerous activities; (b) that I should not participate in WAKE activities unless I am medically able and properly trained; (c) that WAKE activities involve risks, known and unanticipated, which could result in physical or emotional injury, death, or damage to myself, property, or third parties; (d) that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities; (e) that I am familiar with the risks involved; (f) that such **risks include, among other things, the following:**

Any error or negligence on the part of WAKE and its trip initiators and members, including inadequate instruction or assistance; weather conditions that may change quickly, including wind, lightning, fog and excessive heat and sun; water conditions that may change quickly, including waves, currents, tides, eddies, whirlpools and cold water temperatures; surf conditions along shore areas; hypothermia (being too cold) and hyperthermia (being too hot); contact with aquatic and land animals, including insects and wildlife, in the water, along the shore or in camp; rocks or other debris falling from overhanging shore areas; difficult terrain or walking conditions along the shore or in camp, including mud, rocks, steep slopes, and marine life such as barnacles and sea urchins; salt sores or accidental ingestion of salt water; personal injury or property damage to my equipment or property owned by others due to collision with motorized 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, piers, buoys, driftwood and other debris or salt water immersion; entrapment or being crushed while in a kayak; muscular or skeletal injury, dislocation or strain due to physical exertion, especially in the wrist, shoulder and back; improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; my own physical condition and my own acts or omissions including my level of kayaking experience and expertise; the consumption of tainted food or drink during the trip; falling, capsizing or being flipped into the water (either intentionally or unintentionally); my own and other participants' attempts to exceed kayaking skills and/or kayaking in a reckless manner; my own failure or that of other participants to follow the safety guidelines and other instructions of trip initiators, including always wearing shoes and a personal flotation device; improper use of equipment; vehicular or pedestrian accident while being transported or walking to or from activity sites.

Furthermore, persons acting on behalf of WAKE may act negligently. They may be ignorant or unaware of participant(s) abilities. They may misjudge weather, elements, or the terrain. They may give inadequate warnings or instruction.

LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT

Page 2 of 2

Assumption of Risk and Waiver of Liability. Therefore, on behalf of myself and my heirs, assigns, and executors, I hereby:

- (a) Certify that I have properly informed myself of the risks of participating in WAKE activities, and waive any and all specific notice of the existence of those risks and any other hazards or conditions;
- (b) Certify that I have insurance to cover injury or damages I may cause or suffer during participation in WAKE activities, or else I agree to bear such costs.
- (c) Certify that I have no condition, medical or otherwise, that could interfere with my safety in this activity, or else I am willing to assume, and bear the cost of, all risks created by or related to such condition.
- (d) Elect to participate in WAKE activities in spite of those risks;
- (e) **Assume all risks**, known and unanticipated, arising out of my participation in WAKE activities;
- (f) **Assume full and complete responsibility for any injury or loss** arising out of my participation in WAKE activities;
- (g) **RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS** WAKE from any and all liability, causes of action, claims, demands, costs or debts of any kind or nature, associated with or arising out of my participation in WAKE activities, whether such claims are based on negligence or otherwise and whether brought by myself or by any third persons (collectively referred to as "Claims"); and
- (h) Agree to **INDEMNIFY AND HOLD HARMLESS** WAKE and anybody acting on its behalf for any **attorney's fees and costs** that they should incur in an effort to enforce this agreement.

I agree that the venue of any litigation regarding this Agreement shall be in Whatcom County, Washington, and that Washington State law shall govern the interpretation of this Agreement.

I HAVE READ, UNDERSTOOD, AND ACCEPTED THE CONDITIONS OF THIS LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT AND I AGREE TO BE BOUND BY ITS TERMS.

Printed Name of Participant

Signature of Participant

Date

RELEASE AND INDEMNIFICATION BY PARENT OR GUARDIAN

Required If Participant Is Under Age 18

Participant is a minor and I am Participant's Parent or Guardian. In consideration of Participant being permitted by WAKE to participate in its activities, I agree to **RELEASE AND PROMISE TO INDEMNIFY AND HOLD HARMLESS** WAKE for any Claims ("Claims" is defined in (g) of the agreement above) I may have. Additionally, I agree to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** WAKE for any and all Claims by Participant against WAKE.

Printed Name of Parent or Guardian

Signature of Parent or Guardian

Date