

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services provided by Blue Water Ventures, their agents, owners, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "BWV"), I hereby agree to release, indemnify and discharge BWV, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows.

1. I acknowledge that my participation in outdoor adventure based activities such as sea kayaking, boating, hiking, snorkeling, tidepooling, camping, backpacking, swimming and sailing entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities.

**The risks include among other things:** boat capsizes, tidal conditions and currents; travel in remote areas; collision with objects or other water craft; prolonged exposure to cold water, hypothermia, accidental drowning, illness in remote areas, exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lightning; aggressive and/or poisonous marine or terrestrial species; wrist, arm, shoulder, and/or back injuries; slips and falls while hiking, and rapidly changing adverse weather and water conditions.

Furthermore, BWV employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate 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 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 BWV 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 equipment or facilities, **including any such claims which allege negligent or omissions of BWV.**

4. Should BWV 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 them 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 am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against BWV, 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.

**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 BWV on the basis of any claim from which I have released them 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 \_\_\_\_\_

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Date \_\_\_\_\_ Height \_\_\_\_ feet \_\_\_\_ inches Weight \_\_\_\_\_ (to assist with kayak selection)

May we use photographs or slides taken of you (or your child) for BWV slide shows, web page or literature?  
Please circle the **NO** if you would rather be excluded - thank you!

Do you have any pre-existing medical conditions? Yes \_\_\_ No \_\_\_

If yes, please complete MEDICAL HISTORY SECTION on the backside of this form.

**MEDICAL HISTORY**

(To be completed if answered "yes" to pre-existing medical conditions on front side of this form)

Pre-existing Medical Conditions: \_\_\_\_\_

Allergies: \_\_\_\_\_

Dietary Restrictions: \_\_\_\_\_

Current Medications: \_\_\_\_\_

Injuries/Illnesses: \_\_\_\_\_

General Health: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by BWV' to participate in its activities and to use it's equipment and facilities, I further agree to indemnify and hold harmless BWV 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 or Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_

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

**PARENT'S OR GUARDIAN'S CONSENT TO TREAT**

(Must be completed for participants under age of 18)

I authorize BWV personnel to call for medical care for the minor or to transport the minor to a medical facility or hospital if, in the opinion of such personnel, the minor needs medical attention. I further authorize appropriate personnel to render such medical treatment as is necessary for the health of the minor, in their professional opinion. I agree that once the minor is in the care of medical personnel or a medical facility, BWV shall have no further responsibility for the minor and I agree to pay all costs associated with such medical care and transportation.

Parent or Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_

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