

SUNNY COVE SEA KAYAKING LLC

2010 PARTICIPANT AGREEMENT: WAIVER, RELEASE OF LIABILITY AND ACKNOWLEDGEMENT OF RISKS

In consideration of the services of Sunny Cove Sea Kayaking LLC, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "SCSK"), and being permitted to participate in any or all of the activities below, I hereby agree to release, indemnify, and discharge SCSK, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

The activities of SCSK include, but are not limited to sea kayaking, hiking, camping, travel by boat, wildlife viewing, travel on uneven terrain, loading and unloading gear, and exploration of remote areas. I acknowledge that these activities entail foreseeable and unforeseeable/unanticipated risks which could 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. Furthermore, SCSK guides 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.

The risks include but are not limited to: boat capsize, tidal conditions and currents, travel in remote areas, collision with objects or other watercraft, 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 wildlife, wrist, arm, shoulder or back injuries, slips and falls while hiking, being struck by or falling against a rock or sharp object, slippery surfaces, rapidly changing adverse weather and water conditions, delayed communication or inability to communicate due to remote settings, and prolonged delay in medical assistance or ineffective medical treatment due to remote settings.

I expressly agree and promise to accept and assume all of the risks associated with these activities. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SCSK from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of SCSK equipment or facilities, including any such Claims which allege negligent acts or omissions of SCSK. I further agree to defend, hold harmless and indemnify SCSK from any claim, loss, liability, damages or expenses resulting from a claim brought by a fellow participant, rescuer, or any other person for loss, injury, illness, disability or death caused by my conduct. If I become ill, injured or incapacitated, SCSK may take any action deemed necessary for my safety and well being, including securing medical treatment, at my own expense.

Should SCSK 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. 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 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 condition.

In the event that I file a lawsuit against SCSK, I agree to do so solely in the State of Alaska, 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 SCSK on the basis of any claim from which I have released it herein. I have read this Participant Agreement, and understand and agree to this Release of Liability and Acknowledgment and Assumption of Risks and agree to be bound by its terms.**

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

**PARENT/GUARDIAN WAIVER, RELEASE OF LIABILITY AND PERMISSION FORM**

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

I hereby grant permission of the above minor \_\_\_\_\_ to participate in the SCSK activities and to use its equipment and facilities. My signature reflects my understanding and agreement for myself and on behalf of the minor to the terms stated in this Participant Agreement. I further agree to indemnify and hold harmless SCSK from any and all claims which are brought by, or on behalf of the Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**MEDICAL INFORMATION**

Have you experienced any of the following: Allergies \_\_\_\_\_ Anaphylaxis \_\_\_\_\_ Heart Problems \_\_\_\_\_ Diabetes \_\_\_\_\_ Seizures \_\_\_\_\_

Additional medical info: \_\_\_\_\_

Do you have any physical limitations: \_\_\_\_\_