

San Diego Bike & Kayak Tours, Inc.
Assumption of Risk, Release, Waiver of Liability and Indemnity Agreement

All sales are final. No refunds will be issued after sale for any reason.
We reserve the right to terminate purchased services if deemed necessary, and no refund will be issued.

Read The Following Rules Below

Attachment A: Bicycling Rules

1. While on a bicycle, a helmet must be worn at all times.
2. Do not consume or transport alcoholic beverages or illegal/controlled substances.
3. Follow all instructions of San Diego Bike & Kayak Tours, Inc. personnel, including any decision to limit or terminate an activity due to weather, physical capabilities or skill level of a participant, medical necessities or any other reason.
4. No refund will be given if a participant decides to leave a tour early due to fatigue, inability to handle the bicycle or any other reason. No refund will be given if a tour guide determines that a participant lacks the physical capability or skill to participate in some or all of a tour.
5. Bicycles are not allowed on the beach at any time. Cleaning fees will be charged.
6. Any damage to or losses of equipment during a rental or tour will be charged to the participant. Any equipment not returned will be charged at new replacement costs. All costs for cleaning, repair or replacement of equipment will be charged to the credit card used for payment or deposit unless the participant provides an alternate method of payment. The participant's signature on this agreement authorizes such credit card charges for cleaning, repair or replacement of equipment.

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Read The Following Rules Below

Attachment A: Kayaking and Snorkeling Rules

1. While on or in the ocean, a fastened United States Coast Guard approved personal floatation device (life jacket) must be worn at all times.
2. When entering and exiting the ocean, paddle between the white buoys. Enter and exit the ocean one kayak at a time to avoid collisions. Kayak surfing is not allowed in the launch area at any time. After exiting, place kayaks at least 20 yards from the water line so that lifeguard vehicles can move freely. Bring all other rental equipment back to the store. Do not dock or leave kayaks on rocky areas.
3. Do not leave the designated area of operation. The area of operation is limited the La Jolla Ecological Reserve area. This are is defined by the yellow Ecological Reserve buoys. Do not enter La Jolla Cove or travel south of La Jolla Cove. Areas south of La Jolla Cove are extremely dangerous.
4. Stay at least 50 feet away from cliffs, exposed reefs and rocks. Stay at least 200 yards west of Devil's Slide as this area has large rocks and breaking waves. Do not enter the swim lanes or designated swimming and surf areas. Do not enter property of the La Jolla Beach & Tennis Club.
5. Do not enter caves unless you are on a tour provided by San Diego Bike & Kayak Tours, Inc. and instructed to do so by a tour guide. Entering a cave without a tour guide will result in a fine of \$300.00 per kayak.
6. Do not stand in or on any kayak.
7. Return to shore at the first sign of bad weather.
8. Do not consume or transport alcoholic beverages or illegal/controlled substances.
9. Follow all instructions of San Diego Bike & Kayak Tours, Inc. personnel, including any decision to limit or terminate an activity due to weather, physical capabilities or skill level of a participant, medical necessities or any other reason.
10. No refund will be given if a participant decides to leave a tour early due to fatigue, sea sickness, inability to handle the kayak or any other reason. No refund will be given if a tour guide determines that a participant lacks the physical capability or skill to enter a cave or otherwise participate in some or all of a tour.
11. Any damage to or losses of equipment during a rental or tour will be charged to the participant. Any equipment not returned will be charged at new replacement costs. All costs for repair or replacement of equipment will be charged to the credit card used for payment or deposit unless the participant provides an alternate method of payment. The participant's signature on this agreement authorizes such credit card charges for repair or replacement of equipment.

Items: _____

Total: _____

Cash Charge G-Cert.

Time: _____