

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

1. Acknowledgement of Risks: I acknowledge that the activities of kayaking and snorkeling involve certain inherent risks. These risks include but are not limited to the following: (1) unpredictable and changing ocean conditions, tidal currents, wave action and ships' wakes; (2) collision with other kayaks, my own kayak if I capsize, other water craft and other objects such rocks and reefs; (3) exposure to extreme sun and inclement weather; (4) hypothermia and drowning; (5) potentially harmful marine life that may bite or inject venom, including but not limited to stingrays and jellyfish; and (6) fatigue, chill and dizziness, any of which may diminish my reaction time and ability to perform activities safely. I understand that these risks may result in **serious injury or death**, and that no amount of care, caution, instruction or expertise can eliminate this inherent danger. (Initials _____) (Initials _____)

2. Assumption of Risk: I agree and promise to accept and assume full responsibility for all of the known and unknown risks referenced above, including the risks of serious injury or death. My participation in this activity is voluntary, and I elect to participate in spite of the risks. (Initials _____) (Initials _____)

3. Representation of Fitness: I am physically fit and do not have any medical condition that would limit my ability to engage in this activity. If I have any medical condition that may affect my abilities, including but not limited to pregnancy, heart conditions, asthma, diabetes or hypoglycemia, I have discussed my condition with San Diego Bike & Kayak Tours, Inc. and have taken all necessary steps to ensure that my condition will not affect my safety or the safety of others during this activity. I am not under the influence of alcohol or drugs. I am capable of performing this activity, am able to swim and am comfortable being in the open ocean. I agree to cease my participation in this activity immediately if I feel I am not capable of continuing. (Initials _____) (Initials _____)

4. Release and Waiver of Liability: In consideration for being permitted to participate in this activity, I, for myself, my heirs, personal representatives and assigns, do hereby **release, waive, discharge and covenant not to sue** San Diego Bike & Kayak Tours, Inc. or its owners, officers, employees and agents from and for all liability for any loss or damage, and any claim or demand therefore on account of injury to person, death or property damage, whether caused by negligence or otherwise, which are in any way related to my participation in this activity or my use of equipment, facilities or services provided by San Diego Bike & Kayak Tours, Inc. (Initials _____) (Initials _____)

5. Indemnity: In consideration for being permitted to participate in this activity, I further agree to **indemnify and hold harmless** San Diego Bike & Kayak Tours, Inc. and its owners, officers, employees and agents and each of them from any and all liabilities or claims made by other individuals resulting from or related to my participation in this activity and to reimburse them for any and all damages, claims, liabilities costs and expenses, including attorney's fees and other litigation or pre-litigation expenses. (Initials _____) (Initials _____)

6. Agreement to Follow Rules: I agree to follow all of the rules of San Diego Bike & Kayak Tours, Inc. while participating in this activity, as set forth on Attachment A hereto. I understand that it is my responsibility to follow these rules without being reminded or told to do so, and that any failure on my part to follow these rules may tend to increase the risk of my being injured or killed. (Initials _____) (Initials _____)

7. Authorization of Medical Treatment: I hereby authorize any medical treatment deemed necessary in the event of any injuries while participating in the activities. I either have appropriate insurance or, in its absence, agree to pay for all costs of rescue, emergency and medical services that may be incurred on my behalf, even if I am not in fact injured or in need of such services. In the event San Diego Bike & Kayak Tours, Inc. incurs such costs on my behalf, I agree to provide reimbursement for such costs. (Initials _____) (Initials _____)

8. Photo Release: I authorize San Diego Bike & Kayak Tours, Inc. to use any photographs taken of me during my participation in this activity for reproduction, sale, advertising or other display without any compensation to me. (Initials _____) (Initials _____)

9. Governing Law and Severability: I further agree that this Assumption of Risk, Release, Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held to be invalid or unenforceable, that the remainder of this agreement shall, notwithstanding, continue in full legal force and effect. (Initials _____) (Initials _____)

10. Parent or Legal Guardian of Minor Child [When Applicable]: I am the parent or legal guardian of the minor child named _____, and, as such, I am authorized to enter into this agreement. I agree that the minor child and I are bound by and subject to the terms of this agreement. I further agree to **indemnify and hold harmless** San Diego Bike & Kayak Tours, Inc. and its owners, officers, employees and agents and each of them from any and all liabilities or claims made on behalf of the minor child that are in any way related to the minor child's participation in this activity and to reimburse them for any and all damages, claims, liabilities costs and expenses, including attorney's fees and other litigation or pre-litigation expenses. (Initials _____) (Initials _____)

11. Acknowledgement of Understanding: I have read this Assumption of Risk, Release, Waiver of Liability and Indemnity Agreement. No oral representations, statements or inducement apart from the foregoing written agreement have been made to me. **I understand that I am giving up substantial legal rights, including my right to sue.** I am signing this agreement voluntarily and **intend my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Print Name: _____ Signature: _____ Date: _____

Address : _____ City/State: _____ Phone : _____ Age : _____

Print Name: _____ Signature: _____ Date: _____

Address : _____ City/State: _____ Phone : _____ Age : _____