

The Hole In The Wall Paddling Club Release and Acknowledgment of Risk

Read both pages of this entire document carefully, and then sign it.

I hereby agree to release and discharge the Hole In The Wall Paddling Club, its officers, members, and activity leaders, on behalf of myself, children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that kayaking activities, including basic kayaking instruction, entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, drowning or damage to myself, property or third parties. I understand that such risks cannot be entirely eliminated—they are essential qualities of the activity.

These risks include, among other things: 1) weather conditions that may change quickly, including wind, lightning, fog and excessive cold, heat and sun; 2) water conditions that may change quickly, including waves, currents, tides and cold water temperatures; 3) surf conditions along shore areas; 4) hypothermia (being too cold) and hyperthermia (being too hot); 5) contact with aquatic and land animals including insects and wildlife, in the water, along the shore or in camp; 6) rocks or other debris falling from overhanging shore areas; 7) difficult terrain or walking conditions along the shore or in camp, including mud, rocks and steep slopes, and marine life such as barnacles and sea urchins; 8) salt sores or accidental ingestion of salt water; 9) personal injury or property damage to property owned by self or 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; 10) entrapment or being crushed while in a kayak; 11) muscular or skeletal injury or strain due to physical exertion, especially in the waist, shoulder, and back; 12) 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; 13) my own physical condition and my own acts or omissions, including my level of kayaking experience and expertise; 14) the consumption of tainted food or drink during the trip; 15) falling, capsizing or being flipped into the water (either intentionally or unintentionally). Including when entering or exiting kayaks; 16) my own and other participant's attempts to exceed kayaking skills and/or kayaking in a reckless manner; 17) my own failure or that of other participants to follow safety guidelines outlined by the Hole In The Wall Paddling Club including always wearing shoes and a personal flotation device; 18) improper use of equipment.

Furthermore, the Hole In The Wall Paddling Club members, officers, and activity leaders are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give inadequate warnings or instructions.

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 the Hole In The wall Paddling Club, its members, officers and activity leaders from any way connected with my participation in this activity.

4. Should the Hole In The Wall Paddling Club 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 agree that Washington law shall be applied in any legal action involving the interpretation, validity and/or enforceability of this agreement.

5. I certify that I have insurance to cover injury or damage I may cause or suffer while participation, 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.

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 the Hole In The Wall Paddling Club on the basis of any claim form which I have released them herein. I have had sufficient opportunity to read this entire document as printed on **BOTH** sides of this page. I read and understood it, and I agree to be bound by its terms.

SIGNATURE _____ DATE _____

PRINTED NAME _____

CELL PHONE _____ LAND PHONE _____

EMAIL _____

ADDRESS:

Street: _____

City: _____ Zip: _____

**PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name), a Minor being permitted by The Hole in the Wall Paddling Club to participate in it's activities, I further agree to indemnify and hold harmless The Hole in the Wall Paddling Club from any and all Claims which are brought by, or on behalf of the Minor, and which are in any way connected with such participation by the Minor.

Parent or
Guardian _____

Print
Name _____ Date _____