



PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Sunrise Mountaineering Inc., doing business as Sunrise Mountains Sports Kayak Center, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively known as "SMI"), I hereby agree to release, indemnify, and discharge SMI on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that kayaking entails known and unanticipated risks that 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. The risks include, among other things: boat capsize and entrapment; tidal conditions, surf, and currents; travel and illness in remote areas; collision with objects or other watercraft; prolonged exposure to cold water, hypothermia, accidental drowning; mental anguish or trauma; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lightning; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries; slips and falls while hiking; and rapidly changing adverse weather and water conditions. Furthermore, SMI 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 or other environmental conditions. 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 SMI 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 SMI equipment or facilities, including and such claims which allege negligent acts or omissions of SMI.
4. Should SMI or anyone acting on their behalf be required to incur attorney's fees or costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify 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.
6. In the event that I file a lawsuit against SMI, 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.
7. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all previous discussion, promises or representations. No alternation or modification of this Agreement shall be valid unless agreed to in writing and duly signed by both parties. This provision may not be orally waived.
8. All matters affecting the relations between the undersigned and SMI, including but not limited to the interpretation, form, validity, enforcement and performance of this Agreement or any alleged duty, or alleged breach of a duty owed by SMI or any of its members, agents, and/or employees, shall be decided under the laws of the State of California. In the event suit is brought by or on behalf of the undersigned against SMI, or any of its members, agents, an/or employees, venue for such shall be had in Alameda County Superior Court, Alameda County, California.
9. 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 SMI, on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Date: _____

Print Name of Participant: _____ Phone number:_(_____)_____

Address: _____ Email Address: _____

City State Zip

Signature of Parent or Guardian, if Participant under 18 years of age: _____ Date: _____