

**SAN DIEGO KAYAK CLUB
RELEASE**

NOTICE: This release form is a contract with legal consequence and applies to all San Diego Kayak Club paddles, trips and events including:

Event _____ on (date) _____.

Read it carefully before signing.

I fully realize the dangers of participating in water sports/activities and fully assume the risk associated with such participation including, by way of example, and not limitation, the following: the dangers of collision with paddlers, boats, ships, docks, and fixed or moving objects, the dangers arising from surface hazards, equipment failure, inadequate safety equipment, and weather conditions; and the possibility of serious physical and or mental trauma or injury, including death, associated with athletic paddling trips and events.

I hereby waive, release and discharge for myself, my heirs, executors, administrators, legal representatives, assigns and successors in interest (hereinafter collectively "successors") any and all rights and claims which I have or which may hereafter accrue to me against SDKC, including travel to or from any such locations.

I agree it is my sole responsibility to prepare adequately for participation in SDKC activities, and maintain my water craft & safety equipment in proper working order. I understand and agree that situations may arise during paddles and other SDKC events which may be beyond the control of SDKC, and the SDKC members responsible for organizing such events and I must continually paddle so as to endanger neither myself or others. I will participate in club paddles and events wearing or equipped with proper water safety devices, and assume all responsibility and liability for others or myself if I participate in paddling rides or events.

I agree for myself and successors, that the above representations are contractually binding, and are not mere recitals and that should I or my successors assert my claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision or as a consent to any subsequent waiver or modification.

NAME: _____ PHONE: () _____

NAME: _____ PHONE: () _____

ADDRESS: _____ MEMBER Yes No

CITY: _____ STATE _____ ZIP _____

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Parent or guardian of person under 18 years