

Release and Indemnity Agreement

I (print name) _____ hereby state that I wish to participate in kayaking-related activities offered or supported by, or connected with the Mason County Kayak Club (the "Club"), a noncommercial, informal association of people interested in the sport of and recreation of sea kayaking. "Club activities" for purposes of this Release include, without limitation, all such activities (outings on water; travel related to such activities, which may involve carpooling; training in a swimming pool or other training; attendance at meetings; the use of the homes, land, or other property of Club members; the use of private property as a meeting site, launching site or landing site; and other activities related to kayaking occurring on or off the water) and includes all such activities whether they are "sponsored" or supported by the Club, or by individual Club members, or by individuals not associated with the Club in any formal way but who facilitate, support, or participate in such activities.

In return for being able to join in such activities, I agree to assume the risks and dangers my participation. I also agree that I will be personally responsible for my own safety and that of any guest or minor person whom I bring with me to such an activity. I recognize that any outdoor or aquatic activity may involve certain dangers, including but not limited to the hazards of traveling by boat on rivers or other bodies of water, accidents or illness in remote places or occurring during portages, forces of nature, and the actions of participants or other persons. I further understand and agree that without some program providing protection of its leaders, officers, and members, and the ir assets, the members of the Club would be deterred from offering or participating in such activities.

Risks: Sea kayaking can be a dangerous and sometimes life-threatening sport. There are various hazards associated with this kind of outdoor activity, including particularly the tides, currents, unpredictability of the weather and the sea, wildlife, accidents and illness in remote places, and the actions of other participants. Other risks include the possibility of death or serious injury elsewhere, such as on the premises of or in the vehicle of another person.

My responsibilities: I am responsible for my own safety and happiness. It is my responsibility to evaluate each situation, each activity and each trip, to be sure I have the skills and necessary equipment to participate in Club Activities. I understand that it is incumbent upon me to act in a responsible manner and not to act in such a manner as to place myself and/or others in dangerous situations. Furthermore, while kayaking, I agree to use a Coast Guard approved personal flotation device (PFD), type III. I am also responsible for seeing that any guest I bring to any of the Club Activities understands and signs a copy of this agreement and agrees to the above conditions.

Club members and trip coordinators: Club members and trip coordinators act solely as a point-of-contact for trip participants and are not in any way trained, certified, or pre-qualified by the Club for their skills and abilities as kayakers or as leaders. They act voluntarily and without compensation, in the same manner that anyone among a group of acquaintances might agree to act as colleague or as a point-of-contact for a particular activity or trip.

Benefits of participation: I recognize that participation in Club activities could improve my kayaking skills and offer me companionship and the additional safety that companions can provide in kayak outings.

In consideration of, and as part payment of the right to participate in the activities offered by the Club and engaged in by its members, I hereby release the Club and its leaders, officers, and members, as well as any property owner who makes his or her property available for a Club Activity, from any and all liability, claims and causes of action arising out of, or in any way connected with my participation in any Club Activities. I personally assume all risks in connection with Club Activities, and further agree to indemnify the Club and its leaders, officers, and members, and property owners making their property available for Club Activities, from all liability, claims, and causes of action – save and except for claims arising out of intentional or wilful wrongs – which I may have arising from my participation in such activities, including but not limited to those involving death, drowning, personal injury and property damage, whether in a vehicle, in a home, or in a setting involving kayaking in any way, including in directly. The terms of this agreement shall serve as a release and indemnity agreement for my heirs, assigns, personal representatives, and for all members of my family, including any minors. (Parent or legal guardian must sign for all persons under eighteen (18) years of age.)

I have read and considered this document, and fully informed myself of the contents of this release and indemnity agreement before I signed it.

Signature _____

Date _____/_____/200_____

PRINTED NAME _____