

California Kayak Friends

Activity Disclaimer and Waiver Agreement

To be signed by all people joining
CKF trips on land or water!

Participation in any CKF event, whether or not this form is signed, is evidence that participants agree to the terms and conditions of this Agreement.

Please read this Agreement carefully. It is your acknowledgement that your participation in the activities of California Kayak Friends (CKF) involves some risk of harm to you. Among other things, it also acknowledges that you assume the risks involved and will be totally responsible for taking those risks, for the cost of medical and rescue services and for defending yourself in certain suits.

THE RISKS I know I might be exposed to the risks of exposure to hypothermia or hyperthermia; risks inherent in water sports, such as drowning; risks of injury from collision with other kayaks, boats, structures or rocks, and from land and sea animals such as sharks and bears; risks of infection and illness in areas without medical facilities; and that I might be involved in an auto or other accident on my way to or from the trip. Although CKF activities generally involve ocean or fresh water kayaking, they also entail events in mountainous, desert or rocky terrain, in remote and undeveloped areas. Thus, risks normally inherent in such adventure travel are possible, including, but not limited to falling, becoming lost, snake bite, or running out of food or water. These hazards may result in injury or death and loss of or damage to personal property of paddlers or others.

I realize that the only requirement for leading/hosting/convening (here called "hosting") a CKF trip is CKF membership. Hosts are rarely professional or trained guides. Hosts are not necessarily certified in First Aid, CPR or Lifesaving and do not necessarily carry a first aid kit available to group members. Nor do they necessarily carry VHF radio, signaling gear or other emergency equipment. Hosts are not necessarily skilled in or available for performing rescues in the event of capsizes, or for towing in rough conditions. Hosts are not necessarily trained in skills instruction and thus are not generally available to aid guests in developing safe or efficient paddling techniques. I realize that CKF trips often do not meet generally accepted leader-to-paddler ratios or other safety criteria, since paddlers assume full responsibility for their own safety. I know that CKF carries no liability or medical insurance of any kind covering me or my equipment.

THE RELEASE AND ASSUMPTION OF RISKS I, the undersigned, acknowledge having read the foregoing. I understand that CKF activities involve risks of harm to myself, my companions and my property and I understand that this description does not include all of the risks which I might encounter in participating in CKF activities. I assume all of the risks involved in participating in CKF activities whether or not I know that the risk exists.

In joining this CKF activity I accept the responsibility to personally investigate the risks involved and to make my own independent decision as to whether I am qualified to participate in this activity, I assume full responsibility for determining the conditions of the water, land and weather before and during the trip, and the suitability of those conditions for any particular paddling or other activity. I assume full responsibility for assuring that my paddling equipment and accessories are proper to meet the safety needs of the conditions in which I will be paddling. In joining this trip I certify that I possess sufficient knowledge, skills and judgment to determine my own activities during the trip. I further certify that I am knowledgeable regarding safety equipment and its proper use and have outfitted myself and my boat as I determine in my own best interest. I am responsible for deciding when and to what extent I will follow the Host's direction and when I will choose to act independently of the group. I understand that, in paying any fee charged by the Host, that I do not presume anything different than described in this disclosure and waiver. I also understand that any claims or representations regarding safety or other matters made by the Host are not binding on the Releasees.

I further release CKF, its officers, directors, trip Hosts, organizers, fellow participants and each of their agents, associates, employees, heirs and estates (collectively referred to as Releasees) from any and all claims and liability arising out of strict liability or negligence of the Releasees, or of any other person which causes the undersigned injury, death, damages, or property loss or damage. I further agree not to bring any suit or other proceeding or to hold them responsible for any injury to myself or my property.

I also agree that, if any suit or other action is brought by any of my relatives, heirs or other persons, arising out of my participation in CKF activities (whether I am the cause or victim of an injury), either I or my estate (in the event of my death, property which might otherwise have been given to my heirs) will pay all costs and expenses, including attorney's fees, court costs, and judgment or award, incurred by or against any of the Releasees in defending against any such proceeding. The foregoing notwithstanding, I do not release Releasees from insured claims or losses arising from motor vehicle accidents, to the extent that they are covered. I do release them from the amount of such claims exceeding the amount of such insurance.

CONSENT TO RESCUE, MEDICAL TREATMENT AND PAYMENT THEREOF I also understand that among the risks inherent in these activities is that I may require rescue or medical treatment. I hereby agree that I consent to any rescue, hospital care, or medical or surgical diagnosis or treatment to be rendered to me for any illness or injury that might arise from my participation in CKF activities. I understand and agree that I am solely responsible for all charges for such medical services and rescue operations. I will pay those and reimburse CKF or any person who has expended money for such medical services or rescue operations. Nothing herein shall be deemed to obligate Releasees to provide medical or rescue services.

I have carefully read this Agreement and understand its contents. I freely and voluntarily assume all the risks and hazards arising from any of CKF's activities in which I participate as a paddler, spectator, camper, guest or in any other way. This Agreement shall be binding on myself, my family, my heirs, assigns, executors and administrators. If any clause in this Agreement is found to be invalid, the remainder of the Agreement will remain in force. If any legal action be instituted to enforce any provision hereof, the prevailing party shall be entitled to recover reasonable attorney's fees.

My participation in any CKF event, whether or not I sign this form, is evidence that I agree to the terms and conditions of this Agreement.

Please PRINT CLEARLY, then Sign

ARE YOU A MEMBER OF CKF? [] YES [] NO

Event: _____

Event date: _____

Name: _____

Address: _____

Signature: _____

Date signed: ____/____/____ Phone: (____)_____

Minor's under the age of 18 must have a

Minor's name: _____ age: _____

Guardian complete this form form and sign for them.