ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS
AND
RELEASE OF LIABILITY AGREEMENT

In consideration of being allowed to participate in any way in the program, its related events and activities and/or being provided with recreational property or services, for myself and any minor children for whom I am parent, legal guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns,

I, _____, the undersigned, acknowledge, appreciate and agree that:

1) The risk of injury from the activities involved in the programs significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2) I knowingly and freely assume all such risks, both known and unknown, even if the arising from the negligence of Sunset Bay Kayaks or other, and assume full responsibility for my participation; and,
3) I willingly agree to comply with the stated and customary terms and conditions for use of the rented equipment while participating, I will bring such to the attention of the nearest official immediately; and,
4) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE INDEMNIFY AND HOLD HARMLESS SUNSET BAY KAYAKS, their, officers, officials, agents and/or employees, and if applicable, owners and lessors of the premises used for the activity ("Releases"), **with respect to any and all injury, disability, death,** or loss or damage to person or property, **whether arising from the negligence of Sunset Bay Kayaks or otherwise,** to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X_____ AGE:_____DATE SIGNED:_____
Participants signature

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(Under age 18 at time of registration)

This is to certify that I, as the parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless Sunset Bay Kayaks from any and all liabilities incident to my minor child's involvement or participation in these programs and provided above, **even if arising from negligence of Sunset Bay Kayaks,** to the fullest extent permitted by law.

X_____ _____
Parent/Guardian Signature Emergency Phone Number

Date Signed _____