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## Participant Agreement, Release and Acknowledgement of Risk

In consideration of the services of Tahoe Recreation, their agents, owners, officers, volunteers, participants, employees, agencies, lessors, and All other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Tahoe Recreation"), I hereby agree to release, indemnify, hold harmless and discharge Tahoe Recreation, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that paddlesports and other watercraft activities entail known and unanticipated risks which 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, capsize, wind conditions and currents, travel in remote areas, collision with objects or other craft, prolonged exposure to cold water, hypothermia, death by drowning, mental anguish and trauma, illness in remote areas, adverse weather conditions (exposure to sun, wind, cold, storms, waves, lightening), quickly changing weather conditions, and quickly changing water conditions and damage to personal property.

Furthermore, Tahoe Recreation Staff have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant Of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings of 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. I will wear my personal flotation device at all time. \_\_\_\_\_Initials.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Tahoe Recreation from any all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Tahoe Recreation's equipment or facilities, including any such claims which allege negligent acts or omissions of Tahoe Recreation.
4. Should Tahoe Recreation or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold Tahoe Recreation harmless for all such fees and costs. Any controversy or claim arising out of or relating to this contract shall be settled by arbitration in accordance with the rules of the American Arbitration Association.
5. I certify that 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. I acknowledge that if Tahoe Recreation has prearranged a motor boat pick up, I accept any and all risks involved.

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 Tahoe Recreation on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and I understand it, and I agree to be bound by its terms.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

### Parent's or Guardian's Additional Indemnification (for all participants under the age of 18)

This is to certify that I, as parent/guardian with legal responsibility for (print each minor's name) \_\_\_\_\_

\_\_\_\_\_ do consent and agree to his/her release as provided above of Tahoe Recreation. And, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless Tahoe Recreation from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF TAHOE RECREATION, to the fullest extent permitted by law.

Print Parent/Guardian Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_