Participant Agreement, Release and Acknowledgment of Risk

In consideration of the services of Kayak Tahoe, 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 "Kayak Tahoe"), I hereby agree to release, indemnify, hold harmless and discharge Kayak Tahoe, 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 entails 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, tidal conditions and currents, travel in remote areas, collision with objects or other craft, prolonged exposure to cold water, hypothermia, death by drowning, mental anguish or trauma, illness in remote areas, adverse weather conditions-exposure to sun, wind, cold, storms, waves, and lightning, quickly changing weather conditions, and quickly changing water conditions and damage to personal property.

Furthermore, Kayak Tahoe guides 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 or 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 P.F.D. at all times. I will stay within 200 feet of shore._____Initials

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Kayak Tahoe from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Kayak Tahoe's equipment or facilities, including any such Claims which allege negligent acts or omissions of Kayak Tahoe.

4. Should Kayak Tahoe 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 them 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 Kayak Tahoe has arranged a motor boat pick up, I accept any and all risks involved.

7. I take sole responsibility for fastening Kayaks on my vehicle in a correct manner. I understand that I'm responsible for any damage to Kayak Tahoe's equipment, the vehicle used for transporting the kayak as well as damage to others as a result of transporting. _____ Initials

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 Kayak Tahoe 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 understood it, and I agree to be bound by its terms.

Signature of Participant:	Print Name:	Signature of Participant:	Print Name:
Address:		Address:	
Phone:	Date:	Phone:	Date:
Signature of Participant:	Print Name:	Signature of Participant:	Print Name:
Address:		Address:	
Phone:	Date:	Phone:	Date:

Parent's or Guardian's Additional indemnification

(Must be completed for participants under the age of 18, print names)

This is to certify that I, as parent/guardian with legal responsibility for _____, _____, _____, _____, (print minor's name) ("Minor") do consent and agree to his/her release as provided above of Kayak Tahoe, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless Kayak Tahoe 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 KAYAK TAHOE, to the fullest extent permitted by law.

Parent or Guardian Signature	Print Name of Guardian	Date