

**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**  
**BENICIA OUTRIGGER CANOE CLUB, ET AL**

In consideration of the services of Benicia Outrigger Canoe Club ( BOCC ), World Outrigger Canoe & Kayak Association, Mark Basil Pappas, Amy Bade Pappas, William F. Pappas, Oskana Pappas, MWM Pappas Properties, the Antoinette Pappas Family Trust, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf ( hereinafter collectively referred to as BOCC ), I hereby agree to release, indemnify and discharge BOCC, and all other individuals/entities/trusts named above, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that paddling a canoe, kayak, surfski, outrigger canoe entails known and unanticipated risks that could result in physical and/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, but are not limited to the following things: canoe/kayak/surfski/outrigger canoe/boat capsize, tidal conditions and currents, travel in remote areas, collision with other objects or other watercraft, prolonged exposure to cold water, hypothermia, accidental drowning, illness in remote areas, exposure to sun, strong wind,cold, storms, large waves/swells, eddies, whirlpools, lightening, aggressive and/or poisonous marine life, wrist, arm, shoulder, back and/or other parts of the body injuries, slips and falls while hiking and/or while assisting in the handling of any water craft and rapidly changing adverse weather and water conditions.

Furthermore, BOCC members, and all other individuals/entities/trusts named above, leaders, organizers and other staff have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness and/or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions and the equipment being used might malfunction.

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 hereby voluntarily release, forever discharge and agree to indemnify and hold harmless BOCC, and all other individuals/entities/trusts named above, 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 BOCC's equipment or facilities, including any such claims which allege negligent acts or omissions and/or strict liability acts or omissions of BOCC and all other individuals/entities/trusts named above.

Should BOCC, and all other individuals/entities/trusts named above, 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.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

In the event that I file a lawsuit against BOCC, and/or all other individuals/entities/trusts named above, I agree to do so solely in the state of California and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

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 BOCC and all other individuals/entities/trusts named above 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 and conditions.

Date: \_\_\_\_\_, 2016

Signature of Participant: \_\_\_\_\_

Print Name of Participant: \_\_\_\_\_

Address of Participant: \_\_\_\_\_ City: \_\_\_\_\_

DOB of Participant: \_\_\_\_\_ Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Telephone: Home: \_\_\_\_\_, Work: \_\_\_\_\_, Cell: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION:**

(must be completed for participants under the age of 18 years old)

In consideration of \_\_\_\_\_, (print's minor's name), (Minor) being permitted by BOCC and all other individuals/entities/trusts named above to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless BOCC and all other individuals/entities/trusts named above from any and all claims which are brought by or on behalf of Minor and which are in any way connected with such use or participation by Minor.

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

Signature of Parent or Guardian: \_\_\_\_\_

Print Name of Parent or Guardian: \_\_\_\_\_