

Liquid Fusion Kayaking
RELEASE OF LIABILITY AND ASSUMPTION OF RISK
READ BEFORE SIGNING

In consideration of participation in service, and activities of any nature including the use of any equipment or facilities (ACTIVITIES) of LIQUID FUSION KAYAKING hereinafter collectively referred to as LFK, I _____ (**PRINT FULL NAME**) on behalf of myself, my heirs, assigns, and estate, personal representative and next of kin (MYSELF), acknowledge, understand, and agree that:

1. There is a risk of significant injury to persons and property associated with participation in the ACTIVITIES. These risks include but are not limited to: physical injury; emotional injury; serious bodily injury; permanent injury; paralysis; death; damage to myself; damage to my property; loss of my property; and damage to third parties. These risks may be caused by the actions or inactions of myself, other persons participating or not participating in the ACTIVITIES; the conditions in which the ACTIVITIES take place, and/or the actions or inactions of LFK, its owners, instructors, guides, employees, agents, officers, directors, members, or volunteers.

2. I fully, knowingly agree to accept and assume responsibility for all risks, whether known, unknown, or unanticipated by me, associated with participation in the ACTIVITIES. This acceptance of responsibility includes all injuries, losses, costs, and damages I incur as a result of my participation in the ACTIVITIES.

3. I further agree to the use by LFK of any and all photographic or video images of myself taken during any part of my participation in the ACTIVITIES.

4. I certify that I am in good health and proper physical condition to participate in the ACTIVITIES.

5. I intend my signature on this document to act, on behalf of MYSELF as a release, hold harmless and covenant not to sue as to LFK and any sponsors, advertisers, owners, or lessors of any premises associated with the ACTIVITIES (RELEASEES) with respect to all claims, demands, losses, injuries to persons or property, causes of action associated with my participation in the ACTIVITIES including those alleged to be caused in whole or in part by the negligence of the RELEASEES.

6. I agree to indemnify all RELEASEES with respect to all claims, demands, losses, injuries to persons or property, causes of action associated with my participation in the ACTIVITIES including those alleged to be caused in whole or in part by the negligence of the RELEASEES, this agreement to indemnify includes reasonable attorney's fees and costs incurred by the RELEASEES as to the matters to be indemnified.

7. Any lawsuit I file arising out of the ACTIVITIES against LFK shall be filed in the State of California. The substantive law of California shall apply regardless of any choice of law provision of any state/country in which the suit may have been filed. Should any portion of this agreement be found to be void or unenforceable, the remaining portions(s) shall remain in full force and effect.

I HAVE READ THIS DOCUMENT IN FULL AND HAVE SATISFIED MYSELF THAT I UNDERSTAND EACH AND EVERY TERM SET FORTH. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT FREELY, VOLUNTARILY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY KIND BY ANYONE. I INTEND TO BE BOUND BY ITS TERMS AND FOR IT TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Printed Name of

Participant: _____ Signature _____

Date _____ Phone: _____ Email: _____

Address: _____ City/State _____ Zip _____

Emergency Contact: _____ City/State _____ Phone: _____

For Parents/Legal Guardian's of Participants under age 18 at the time of registration.

This is to certify that as Parent/Guardian with legal responsibility for this minor participant _____ (Print Minor's Name) do consent and agree to his/her participation in the ACTIVITIES and believe the minor to be in good health and proper physical condition to participate in such ACTIVITIES. I have read this form in total including paragraphs 1 through 6 above and intend my signature to act as an agreement on behalf of myself and/or on behalf of the minor, the minor heirs, assigns, estate, personal representative, and next of kin to be bound by each and every term herein.

Printed Name of Parent/Guardian: _____ Signature: _____ Date: _____

Address: _____ City/State: _____ Zip: _____ Phone: _____