

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Southeast Sea Kayaks, L.L.C., their agents, owners, officers, volunteers, participants, employers, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SSK"), I hereby agree to release, indemnify, and discharge SSK, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- 1. I acknowledge that sea kayaking entails known and unanticipated risks that 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: boat capsizes; tidal conditions and currents; travel in remote areas; collisions with 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, eddies and whirlpools, and lightning; aggressive and/or poisonous marine life; wrist, arm, shoulder and/or back injuries; slips and falls while hiking and rapidly changing adverse weather and water conditions.

Furthermore, SSK employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness 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.

- 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.
- 3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless SSK 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 SSK's equipment or facilities, **including any such claims which allege negligent acts or omissions of SSK.**
- 4. Should SSK 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.
- 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 am willing to assume the risk of any medical or physical condition that I may have.
- 6. In the event that I file a lawsuit against SSK, I agree to do so solely in the state of Alaska, and I further agree that the substantive law of Alaska 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 force and effect.
- 7. I agree that any photographs taken of me during the activities may be used by SSK for promotional purposes.

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 SSK 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 _____
Address _____
City _____ State _____ Zip _____
Phone _____ Date _____ Trip Time _____
Cruise Ship _____

**PARENTS OR GUARDIANS ADDITIONAL INDEMNIFICATION
(Must be completed for the participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by SSK to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SSK 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.

Parent or Guardian _____ Print Name _____ Date _____