

**Agreement  
Release and Discharge, Acceptance of Responsibility and  
Acknowledgement of Risks**

Welcome to Coastal Expeditions, Inc.'s kayak tours and instruction programs. In the interest of permitting Coastal Expeditions to exist and to serve the community with environmental education and outdoor instruction without fear of liability, we ask you to sign this contract. Your signature below indicates your understanding that the terms "boating" or "water activity" encompass all aspects of the activity including preliminary and subsequent matters such as but not limited to getting outfitted for the activity, maintaining, repairing, loading or unloading boats or gear, and travel to and from the place of activity.

**Acknowledgement and Assumption of Risk**

I understand and accept that boating and water activities expose me to numerous known and unanticipated risks which could result in personal injury, illness, death or damage to myself or my property. Some of the risks or factors creating risk include but are not limited to the following:

- the hazards of travel in a kayak or other water craft in rough water conditions;
- water hazards including trees and other obstacles, wing, currents, power boats;
- swimming/boating in unfamiliar and sometimes turbulent water;
- first aid or emergency treatment that maybe rendered;
- accidents or illnesses in remote places without medical facilities;
- becoming lost or disoriented;
- hiking or walking in rugged terrain including wet and slippery conditions;
- injuries inflicted by animals, insects, reptiles or plants;
- the force of nature including wind driven projectiles, lightning and other weather;
- my physical condition, the physical exertion associated with paddling and swimming in conditions of strong currents, wind and waves;
- carrying, loading and unloading of watercraft and other equipment;

I agree to accept and assume all responsibility for personal injury, illness, death or damage to myself or to my property arising from my participation in this water activity. My participation is voluntary; I choose to participate with full awareness of these named and unnamed risks. I am solely responsible for deciding to engage in this activity.

I agree to obey all Coastal Expeditions rules and regulations while participating in this water activity.

I agree to wear a PFD (Personal Flotation Device) at all times while participating in this water activity.

I have carefully read and understand this Acknowledgement and Assumption of Risk. I UNDERSTAND THAT IF, AFTER READING THIS DOCUMENT, I CHOOSE NOT TO PARTICIPATE I WILL BE GIVEN A FULL REFUND.

**Release of Liability and Indemnification Agreement**

In consideration of Coastal Expeditions, Inc. furnishing services to enable me to participate in this activity, I hereby voluntarily release and forever discharge Coastal Expeditions, Inc. and its officers, agents, employees and volunteers from any and all liability or claims for any injury, illness, death or damage to myself or my property arising out of or in any way connected with my participation in this activity. This release and discharge specifically includes, but is not limited to, liability or claims based upon negligent acts or omissions of Coastal Expeditions, Inc. or their officers, agents or employees.

I further hold Coastal Expeditions, Inc. harmless from all liability actions, causes of actions, civil claims and demands of every kind and nature whatsoever which I now have or which may arise from or in connection with my activity or participation in any other activity thereto.

I further promise and agree not to sue, assert or otherwise maintain any claim against Coastal Expeditions, Inc. or its officers, agents or employees, for any injury, illness, death or damage to myself or my property arising from or in any way connected with my participation in this activity.

Should it become necessary for Coastal Expeditions, Inc. or someone on Coastal Expeditions, Inc.'s behalf, to incur attorney's fee and cost to enforce this agreement, or any portion thereof, I agree to pay Coastal Expeditions, Inc.'s reasonable costs and attorneys fees thereby expended, or for which liability is incurred.

I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

I authorize and release to Coastal Expeditions, Inc. the use of my image in any photograph or video recording made during my participation in their activities for any purpose of Coastal Expeditions, Inc.

Further, I agree to indemnify Coastal Expeditions, Inc. its officers, employees, agents and volunteers for any claim, inclusive of attorneys fees and costs, for any action brought by or on behalf of my minor child.

My signature below indicates that I have read this entire document, understand it completely, understand that it affects my legal rights, and agree to be bound by its terms.

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_ Print Name \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_ Print Name \_\_\_\_\_

If under 18, Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_ Print Name \_\_\_\_\_