

# BASK Activity Waiver *Read carefully before signing*

|                  |             |
|------------------|-------------|
| <b>Activity</b>  |             |
| <b>Initiator</b> |             |
| <b>Location</b>  | <b>Date</b> |

## **Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement**

I am aware that BASK and its members are simply a group of kayakers who get together for activities. It is assumed that activity participants have the skills required to protect themselves from harm and that others who might attempt to help them may or may not have the skills required to do so. BASK, its members, activity initiators and participants (hereinafter referred to as Releasees) make no warranty as to the skills required to undertake these activities or as to the risks that may be associated with them. Initiators are not paid, do not represent BASK, and can take no responsibility for the safety or well being of activity participants. I believe that I have the skills required to protect myself during BASK activities.

I am aware that BASK activities may be dangerous and physically demanding, and that my participation in these activities may involve risks. Such risks include, but are not limited to, injury, fatality, and loss of or damage to personal property due to the following: immersion in or under water, impact with exposed or submerged objects, exposure to temperature extremes or inclement weather, slipping and falling, accidents in remote places without medical facilities, and accidents while traveling to and from activity sites, as well as dislocations, sprains, strains and other injuries, or risks that may not be known or anticipated. I am also aware that weather and sea conditions are unpredictable and may be dangerous.

I acknowledge the risks and dangers in BASK activities and **I voluntarily assume all risks, both known and unknown, and accept full responsibility** for injury, death, property loss or damage, **even if caused by the negligence of the Releasees**. I am free of any medical condition that might create undue risk to myself or to others who might depend upon me during my participation in these activities.

In consideration of being permitted to participate in BASK activities, **I agree to release, waive, and discharge all Releasees from all claims of liability** for injury, death, property damage or other loss, or first aid treatment or service rendered, now or in the future, as a result of my participation in these activities or activities incidental thereto, and **I agree to indemnify and hold harmless all Releasees from all claims of liability** for any injury, death, property loss or damage, or attorney's fees and costs, and to reimburse them for any such claims, **even if caused by the negligence of the Releasees**.

**It is the intention of this Agreement to exempt and release all Releasees from liability and to bar any right to sue the Releasees for personal injury, wrongful death, or property damage caused by negligence.** I expressly agree that this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California and that, if any portion of this Agreement is held invalid, the balance shall continue in full legal force and effect. This Agreement shall bind all my family members, heirs, assigns, executors, and personal representatives.

**I am aware that this is a Release and Waiver of Liability to all Releasees and that by signing this Agreement I am giving up important legal rights.** I sign this Agreement freely and voluntarily and agree that no representations, statements or inducements have been made apart from it.

*Continued*

