

BASK Family Activity Waiver *Read carefully before signing. All adult family members must sign in ink or electronically.*

Activity/Location	
Initiator	Date

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 adult 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 officers, its other 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, including myself and my minor child(ren). 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 and the participation of my minor child(ren) in these activities may involve risks to myself and my minor child(ren). 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; the physical condition of myself, my minor child(ren), or other participants; actions and/or omissions committed by me, my minor child(ren), or other participants; 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, on behalf of myself and my minor child(ren), 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 assume all risks of any medical or physical condition that I or my minor child(ren) may have. 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 for myself and my minor child(ren) 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 or the participation of my minor child(ren) 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 all other persons or entities who could in any way represent me or my minor child(ren) or act on our respective behalf.

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Addendum: Release for Communicable Diseases Including COVID-19

In consideration of being allowed to participate in BASK events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Neither BASK nor the activity initiator has any expertise regarding exposure to and prevention of communicable diseases during a group assembly; **I will take reasonable steps** to prevent exposure to myself and others; and,
2. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
3. **I knowingly and freely assume all such risks**, both known and unknown, **even if arising from the negligence of the Releasees** or others, and assume full responsibility for my participation; and,
4. **I willingly agree to comply with BASK’s COVID-19 guidelines and County/State/Federal guidelines** for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the other participants.
5. I fully acknowledge that the risks and dangers of a COVID-19 exposure are subject to all the same conditions for assumption of risk, “consideration” and “intention” on the previous page.

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I, for myself, my spouse, and child/ward **do consent and agree to his/her release** provided above for all the Releasees. Additionally, I, for myself, my spouse, and child/ward **do release and agree to indemnify and hold harmless** the Releasees for any and all liabilities incident to my minor child’s/ward’s presence or participation in these activities as provided above, **even if arising from their negligence**, to the fullest extent provided by law.

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.

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Permission for Minors and Guardians to Participate in Activity Together

As guardian, I acknowledge that I have read all pages of this Agreement or that I agree to it without having read it. I certify that I am the parent or legal guardian of the minor child(ren) or that I am otherwise responsible for the minor child(ren) listed below. I certify that I am at least 18 years old.

Guardian Name	Signature	Emergency Phone	Kayak Color	License #

Minor Name	Age	Emergency Phone	Kayak Color	License #

Permission for Minors Age 16-17 to Participate in Activity without Guardian

As guardian, I acknowledge that I have read all pages of this Agreement or that I agree to it without having read it. I certify that I am the parent or legal guardian of the minor child(ren) or that I am otherwise responsible for the minor child(ren) listed below. I certify that I am at least 18 years old.

A minor who is at least 16 may participate in a paddle without the guardian **IF the minor has kayaking experience and contacts the initiator prior to the paddle** to obtain the initiator's approval. It is understood that the **minor without the guardian should not participate in a paddle unless this condition is met**. As always, the final decision on being able to participate in an organized BASK paddle is at the discretion of the initiator.

Guardian Name	Signature	Phone	Kayak Color	License #
			n/a	

Minor Name	Signature	Emergency Phone	Kayak Color	License #

Upon completion of this Activity, the Initiator has three options: 1) Deliver all original pages of this Agreement to the BASK Member-at-Large. 2) Retain the original for three years and deliver a digital copy to the Member-at-Large by email to baskwaiver@bask.org. 3) Retain the original for three years and deliver a paper copy to the Member-at-Large.