

San Francisco Bay Area Sea Kayakers (BASK)
Membership Application, Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement

Read carefully before signing. All adult family members must sign this Agreement in ink.

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, participants, and Paddlesport Risk Management, LLC (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, exposure to communicable diseases, 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.

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.

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.

| | Adult 1 | Adult 2 |
|-------------------|---------|---------|
| Name | <hr/> | <hr/> |
| Signature/date | <hr/> | <hr/> |
| Email address* | <hr/> | <hr/> |
| Desired username* | <hr/> | <hr/> |
| Home phone | () | () |
| Work phone | () | () |
| Cell phone | () | () |

Name, email address*, and desired username* of family members under age 18

Family Address

 City, State, ZIP

* A unique email address and online username is required for each family member. Username must be lowercase alphanumeric (no symbols).

() Do not include our names in the online member directory at **www.bask.org**.

() I am renewing a current or lapsed membership. I understand that I will be assigned my existing username.

Annual Dues: () \$45 Family

Make checks payable to **BASK**. Send to: **Sean Duffy, 1149 Brownwyk Dr., Sacramento CA 95822.**

revised March 2025