

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

In consideration of being allowed to participate in any way in the programs and activities of **ISLAND OUTFITTERS / EDDYLINE KAYAKS LLC / EDDYLINE NORTHWEST, LTD./ EDDYLINE OUTFITTERS**, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "**Island Outfitters**"), I hereby agree to release and discharge **Island Outfitters**, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge sea kayaking activities, including basic kayaking instruction, entail known and inherent risks, as well as unknown/unanticipated risks which could result in **serious physical, mental or emotional injury or trauma, paralysis, death, drowning or damage to myself, third parties and my own or others' property**. I understand such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. While particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.

These risks include but are not limited to: 1) weather conditions that may change quickly, including precipitation, wind, lightning, fog and excessive heat and sun; 2) water conditions that may change quickly, including waves, currents, tides, eddies and whirlpools; 3) surf conditions along shore areas; 4) overexertion, dehydration, hypothermia (being too cold), hypothermia (being too hot) and anxiety or cold water induced shock; 5) contact with aquatic and land animals, including insects, reptiles and wildlife, in the water or along the shore; 6) rocks or other debris falling from overhanging shore areas, falling trees or branches; 7) difficult terrain or walking conditions along the shore, including mud, slippery rocks/logs and steep slopes, and marine life such as barnacles and sea urchins; 8) injury to a participant's finger, hand, torso or head due to striking parts of a kayak or being struck by other objects while in the kayak; 9) salt sores or ingestion of salt water; 10) entrapment or being crushed while in a kayak; 11) personal injury or property damage to (or loss of) my equipment or equipment owned by others (including Island Outfitters) due to collision with motorized (including fishing vessels/nets and jet skis) or non-motorized boats (including other kayaks, paddles and equipment) and their wakes, and with natural or man-made objects in the water such as trees and rocks or reefs, docks, piers, buoys, driftwood and other debris or due to salt water immersion; 12) muscular or skeletal injury, dislocation or strain due to physical exertion, especially in the wrist, shoulder and back, including knee injuries while getting into or out of a kayak, rotator cuff or shoulder injuries incurred during bracing or similar activities, and tendinitis or other repetitive strain injuries; 13) improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; 14) my own physical condition and my own acts or omissions, including my level of kayaking experience and expertise; 15) exposure to polluted or contaminated water; 16) the consumption of tainted food or drink during the trip; 17) falling, capsizing or being flipped into the water (either intentionally or unintentionally), including when entering or exiting kayaks; 18) my own and other participants' attempts to exceed kayaking skills and/or kayaking in a reckless manner; 19) my own failure or that of other participants to follow commonly accepted safety guidelines or instructions of Island Outfitters guides, including always wearing appropriate foot gear and a personal flotation device; 20) my own and others' improper use of equipment; 21) inadequate repair or maintenance of Island Outfitters facilities and equipment; 22) manufacturing or other defects, both apparent and latent, in the equipment supplied or used by Island Outfitters; 23) vehicular or pedestrian accident while being transported or walking to or from Island Outfitters' staging areas; and 24) **error or negligence on the part of Island Outfitters and its guides and employees, including inadequate instruction or assistance.**

Furthermore, Island Outfitters' guides and instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might not be aware of a participant's fitness or abilities. They might misjudge the weather, the elements or the water or terrain. They may give insufficient warnings or instructions, and the equipment being used might malfunction.

2. I knowingly and freely promise to accept and assume all of the risks existing in this activity, both known and unknown, **even if arising from the negligence of the releasees** or others and assume full responsibility for my participation. My participation in this activity is purely voluntary, and I elect to rent Island Outfitters' equipment and participate in kayaking activities in spite of the risks.

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately.

4. I, for myself and on behalf of my heirs, assigns, personal representations and next of kin, **hereby release, indemnify, and hold harmless Island Outfitters**, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of the premises used for the activity ("Releasees", with respect to any injury, disability, death or loss or damage to person or property associated with my presence or participation, **whether arising from the negligence of the releasees (including any such claims which allege negligent acts or omissions of Island Outfitters) or otherwise**, to the fullest extent permitted by law.

5. Should **Island Outfitters** 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. I agree that substantive Washington law (and not only conflict of law rules) rather than the law of any other state or jurisdiction shall be applied in any legal action involving the interpretation, validity and/or enforceability of this agreement, and that any legal action resulting from my participation in this activity shall be brought only in Skagit County, Washington. In the event any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.

6. I certify that I have insurance to cover 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 have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.

7. I acknowledge that **Island Outfitters** has a "**Zero Tolerance**" **drug and alcohol policy** and I certify that I have not consumed drugs or alcohol within six hours of participating in this activity, and that I will not do so while participating in this activity.

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 Island Outfitters 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 this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement, and I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____

Signature of Parent/Guardian: _____ Print Name: _____

Address: _____

Participant's Age: _____ Phone: _____ Emergency Phone: _____ Date: _____