

## Venture Quest Kayaking LIABILITY RELEASE WAIVER

Venture Quest of Santa Cruz, #2 SC Municipal Wharf, Santa Cruz, Ca, 95060, 831 427 2267, 831 425 8445

In consideration of the agreement herein, Venture Quest does lease to the undersigned, hereafter referred to as the Participants, the watercraft described above. If the watercraft is not returned at the agreed time, said lessee agrees to pay for overtime at the normal rate.

The Participant agrees that he/she will operate the watercraft in accordance with all safety rules and regulations listed on the rental building, listed here, or verbally described by the lessee. The Participant further agrees that he/she fully understands the rules and regulations as they have been explained to them. The Participants also agree that no one other than the undersigned shall be allowed to use the watercraft. Participants agree to be responsible for any and all damage caused by the use or misuse of the watercraft or the participants' negligence or misconduct while operating the watercraft.

**Warning:** there are significant elements of risk in any adventure sport activity associated with the outdoors, rivers, lakes, or the ocean and the use of watercraft including kayaks and surf boards.

**Acknowledgement of risks.** Participants realize that there are inherent dangers in this activity including but not limited to the following: 1) Changing water flow, tides and currents. 2) Collision with other watercraft, man-made or natural objects. 3) Inclement weather, lightning, variable and extreme wind, weather and temperature. 4) Participants' sense of balance, physical coordination, ability to operate equipment, swim, and or follow directions. 6) Getting in and out of the watercraft. 7) Travel to or from the activity. 8) Collision, capsizing, sinking or other hazard which results in illness, injury, exposure to the elements, hypothermia, and/or drowning. 9) The presence of insects and marine life forms such as but not limited to sharks, whales, seals, sea lions, birds and sea otters. 10) Equipment failure or operational error.

**Express Assumption of Risk and Responsibility.** In recognition of the inherent risk of the activity which the participant and any minor children for which they are responsible will engage in, the participants confirm that they are physically and mentally capable of participating safely in the activity and using the equipment. The participants confirm that they are participating willfully and assume full responsibility for personal injury, accidents or illnesses (including death) and any related expenses that occur as a result of their use of the rental equipment. The participants assume full responsibility for damages to any and all personal property as a result of any accident that may occur.

**Release.** In consideration of services or property provided, I (participant) for myself and any minor children for which I am parent, legal guardian or otherwise responsible, do hereby release, indemnify and hold harmless Venture Quest, its principals, agents, employees, volunteers, and each and every land owner, municipal and/or government agency upon whose property this activity is conducted from and against any and all claims for loss or damage to property or injury to persons (including death) resulting through the operation or possession of the water craft and from any loss or damage occurring to any of the participants' personal property while carried in or on the rented watercraft including loss or damage caused by water, theft, or any other cause whatsoever.

We, the undersigned) have read and fully understand the terms and conditions as set forth and acknowledge the risk and assumption of risk and responsibility, and release of liability. We understand that by signing this document we may be waiving valuable legal rights.

Participants under 18 years old name \_\_\_\_\_

Parent or legal guardian signature \_\_\_\_\_ date \_\_\_\_\_