

KAYAKS

Three kayaks are available for guests' use, subject to execution of the below assumption of risk prior to use by every guest who uses a kayak, and liability for any damage to the kayak(s), paddle(s), and life jackets. A photo /scan of each participant's signed Assumption of Risk must be texted to Guest Contact Julie Castelli at +1 (541) 294-0051 prior to use of the kayaks.

The kayaks are stored in the bayside South garage, combo lock code 9742. After use, the kayaks and equipment must be returned to the garage and the garage door locked.



KAYAKING ASSUMPTION OF RISK

Warning: Kayaking is an active outdoor adventures that carries risks. Please understand that reasonable steps have been taken to manage the risks of kayaking, including inspections of equipment. Guests, however, are responsible for determining their competencies, assessing the tides, weather, winds, and other conditions. Accidents can happen.

Among the risks of kayaking are the following: equipment failure; falls, collisions with other individuals, equipment, boats, SUPs or other objects, or being hit by other participants, boats or SUPs; abrasions from the shoreline, paddles, boats or SUPs; paddling beyond one's competency; the negligence of other paddlers, spectators, or other persons present; collisions with persons, equipment and other items in the vicinity of the kayak. Associated risks include hypothermia, cold water immersion shock, drowning and others usually associated with such travel, as well as environmental risks. Environmental risks may include cold weather, deep and/or cold water, wind, waves, rock fall and other unpredictable forces of nature.

These, and other risks not described, could result in physical harm, including strains, sprains, contusions, abrasions and cuts, broken bones, emotional injury, paralysis, death, or other damage to paddlers, other participants, property, and to third parties.

Assumption of Risk: I understand that that kayaking is a potentially hazardous activity and such risks cannot be eliminated without diminishing the essential qualities of the paddling activity. By participating, I freely agree to assume all liability and risk for any damage that may arise out of my participation.

Agreements of Release and Indemnity (for Adult Paddlers and Parents of Minor Paddlers Only) If I am an adult paddler, or Parent of a minor paddler (for myself and on behalf of the minor for whom I sign), I agree as follows:

a) I assume all financial responsibility for any injury or damage incurred by or caused by me (or by the child for whom I sign) in any way related to the paddling and associated activities. I agree, on behalf of myself, the minor child for whom I sign, members of my family, heirs, assigns, personal representatives and my estate to release, discharge, indemnify and hold harmless Skipper's Surf House, Inc., its board, independent contractors, employees and volunteers assisting with the kayaking activity in any respect.

KAYAKING ASSUMPTION OF RISK [CONTINUED]

b) I acknowledge that this agreement shall be governed by and construed in accordance with the substantive laws of the state of Oregon (but not those laws which may apply the laws of another State). Any suit or action filed by any party to enforce this agreement or otherwise with respect to the subject matter of this agreement shall be filed in Coos County in the state of Oregon. If any provision of this agreement is found by a court of law to be invalid or unenforceable in any respect for any reason, the validity and enforceability of the remaining provisions of this agreement shall not be affected. I HAVE READ HIS DOCUMENT CAREFULLY, AND UNDERSTAND THAT BY SIGNING IT I SURRENDER CERTAIN RIGHTS FOR MYSELF AS A PARTICIPANT (ADULT OR MINOR), AS PARENT OR GUARDIAN OF A MINOR PARTICIPANT, AND FOR THE CHILD FOR WHOM I SIGN.

MY SIGNATURE BELOW ACKNOWLEDGES THAT I AGREE TO BE BOUND BY ALL TERMS CONTAINED HEREIN TO THE MAXIMUM EXTENT ALLOWED BY LAW. IF I AM A MINOR AT THE TIME OF SIGNING AND BECOME AN ADULT DURING THE PERIOD OF THIS DOCUMENT'S APPLICATION, MY CONTINUED PARTICIPATION IN THE KAYAKING WILL CONFIRM AND RATIFY MY AGREEMENT TO ALL THE TERMS OF THIS AGREEMENT, AS THOUGH I WERE AN ADULT AT THE TIME OF SIGNING BELOW.

Parent or Guardian: I the undersigned, as parent or guardian, state and represent that I have read this agreement, understand its terms, and as parent or guardian, I execute it voluntarily and with full knowledge of its significance do so on behalf of the person(s) named below.

Participant Name(s):

Signature of Parent/Guardian required for participants under age 18. Participant or Parent/Guardian Signature(s):

Address:

Telephone: _____

E-mail: _____

DATE: _____

Emergency contact: Name _____

Relationship _____

Phone number(s)

Are you under a physicians care or do you have any medical conditions that may affect your participation?

If yes, please describe: Please note: consult a physician before participating in kayaking if you have unmanaged diabetes, seizures or epilepsy; have cardiovascular disease including high blood pressure; a neck or back condition, are pregnant or postpartum.