



PADALOHA KAYAKERS AND GEOFF HUNT AND FAMILY KAYAKING LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

I, _____, hereby affirm that I am aware that Ocean Kayaking has inherent risks which may result in serious injury or death.

I understand and agree that my guides, Geoffrey E. Hunt and Craig Mills DBA Padaloha Kayakers out of "Devil's Cove" aka Toguchi Beach, Yomitanson, Okinawa, Japan (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or damages to me, my family, estate, heirs, or assigns that occur as a result of my participation in this kayaking event or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in this event, hereinafter referred to as "program," I hereby assume all risks of this program, whether foreseen or unforeseen, that may befall me while I am a participant in this program including, but not limited to, the academics, training, confined, and open water activities.

I further release, exempt and hold harmless said program and Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in this program including both claims arising during the program or after.

I understand that Kayaking is a physically strenuous activity and that I will be exerting myself during this program, and that if I am injured as a result of heart attack, panic, hyperventilation, hypothermia, drowning, or any other cause, that I expressly assume risk of said injuries and that I will not hold the Released Parties responsible for same.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights to my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS INSTRUMENT AGREE TO EXEMPT, AND RELEASE MY GUIDES, Geoffrey E. Hunt and Craig Mills, DBA Padaloha Kayakers, FROM ALL LIABILITY OR RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Do you have any health concerns, hesitations, or fears I/we should know about before starting?

YES (if yes, I will talk to you in private before we begin) NO

Participant Signature _____

Date _____

Address _____

Contact Phone/cellular _____

Email address(es) _____

OIC or Duty Phone _____

Parental permission for youths _____

Date _____

Geoffrey E. Hunt or Craig Mills Representative, Padaloha Kayakers _____

Date _____