



Padaloha Sea Kayakers Club

Waiver Form

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing.

If you have any questions please ask us or consult an attorney.

K C Padaloha's staff and members have done everything possible to assure that you, your family and friends experience a rewarding sea kayaking experience. We wish to inform you that sea kayaking **is not risk free**. The same elements that contribute to the unique character and fun of kayaking such as physical exertion or being in the ocean can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read and sign this lease and waiver, and return it to our office/staff before starting your trip.

SEA KAYAKING ACKNOWLEDGMENT OF RISK

The largest factors to be experienced on the trip are the waves, tides and weather. Boaters can be jolted, bounced, and otherwise shaken about during kayaking. It is possible you could be injured if you hit equipment, or other objects while upright or upside down. Equipment may break or malfunction causing loss of property or injury. Boats may turn over in the waves or tides or in flat water or participants may swim causing prolonged exposure to cold water leading to hypothermia, injury, or death. Injuries can be sustained from being pushed against rocks or the shore. Many animals found in the oceans and seas can be dangerous or deadly. Give all animals a wide berth and respect their environment and space. Drowning is always a possibility whenever you are around water. Kayaking requires physical exertion and effort.

Accidents can occur loading/unloading the kayaks from the cars/trailers-as they may have shifted during transport. You can also be injured getting in or out of the kayak. You might injure yourself by falling against some object in or around the boat, or on the shore. You might trip over rocks, stumps or other debris on shore while trying to hold the boat or tie it to a suitable object on shore. As a kayaker, you will be totally responsible for your own movement and safety while on and near the water. This requires physical exertion as well as emotional and mental stability. You will be responsible for your own rescues. Padaloha staff may not be available to assist you in a rescue due to the inherent nature of the sport.

Accidents can occur during off-water travel. Terrains are often steep, rocky, and slippery. Hikes/portages can involve crossing reefs or streams, where footing can be awkward. Participants can slip or fall during a hike/portage, resulting in injury. Poisonous or dangerous plants, insects, or animals can be found with harmful effects to some guests. Exposure to the natural elements can be uncomfortable or harmful. Heat, sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, wind, rain, outdoor, using portable toilet facilities, eating meals out-of-doors, being in the open for the extended length of the trip can be uncomfortable or cause injury.

The list of possible accidents stated above may inflict bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while boating. Most of these injuries are rare and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that my family, including minor children and myself are fully capable of participating. I state that I have read the above statement on some of the possible risks in the Sea Kayaking trip/program or activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, negligence of another participant on the trip, or the negligence of *Padaloha Sea Kayakers Club* and its staff. I also understand that *Padaloha Sea Kayakers Club* reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in the Sea Kayaking trip/program or activity. My family and I are in good physical condition and able to undertake the Sea Kayaking trip/program or activity.

I agree to indemnify and hold harmless *Padaloha Sea Kayakers Club*, its staff, and its members, agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in the Sea Kayaking trip/program or activity. I further agree to release, acquit and covenant not to sue *Padaloha Sea Kayakers Club*, its staff, and its members, agents and employees for all actions, causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of *Padaloha Sea Kayakers Club* or my family, myself, or my heirs, against *Padaloha Sea Kayakers Club* arising out of participation in the Sea Kayaking trip/program or activity. In short, I cannot sue *Padaloha Sea Kayakers Club*, its staff and its members, and if I do, I cannot collect any money or property.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be governed under the Federal Tort Claims Act, Military Claims Act, Foreign Claims Act, Suits in Admiralty Act, Public Vessels Act or Admiralty Extension Act, whichever is applicable.

PLEASE READ OTHER SIDE

Padaloha Sea Kayakers Club Waiver Form continued

The terms of this agreement shall continue and be in effect after the Sea Kayaking trip/program or activity has ended. I hereby give permission for transportation to any medical facility or hospital and I authorize any guide, or medical personnel to render necessary emergency medical care for my family or me. I hereby authorize the release of any medical information, including information concerning my HIV or "Aids" status, in the possession of *Padaloha Sea Kayakers Club* to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care on my behalf I hereby waive any action or claim against *Padaloha Sea Kayakers Club* and its staff or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information including my HIV or "Aids" status.

As liquidated damages, I hereby agree that if *Padaloha Sea Kayakers Club* is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay court costs and attorney fees if they successfully defend such action, lawsuit or litigation.

Should a court of competent jurisdiction declare any paragraph or part of this agreement enforceable, the remaining parts or paragraphs shall remain in full force and effect.

I authorize and release to *Padaloha Sea Kayakers Club* and its staff the use of my image in any photograph or video recording for any purpose of *Padaloha Sea Kayakers Club*.

I have adequate health, disability and life insurance for myself and family and have no need to be insured by *KC Padaloha*.

I understand that I will be provided a life jacket free of charge with my rental. I understand that failing to use the life jacket will increase my chances of injury or death significantly.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself and my family this _____ day of 20____.

By checking this box, I indicate that my family and I have previous canoeing, kayaking, or tubing experience.

No one in my family or I have any medical condition that would prevent our participation in this activity except: _____

I have read and understood this agreement.

PARENT/GUARDIAN or First Participant Signature

Third Participant / Family Member Signature

Print Name

Print Name

GROUP CONTACT EMAIL ADDRESS

Fourth Participant / Family Member Signature

PHONE: [_____] _____

Print Name

Second Participant / Family Member Signature (Spouse)

Fifth Participant / Family Member Signature

Print Name

Print Name

WE CARRY MEDIAL INSURANCE: YES ___ NO ___ GROUP NUMBER: _____

NAME OF PROVIDER: _____