



RELEASE and HOLD HARMLESS AGREEMENT

*** PLEASE READ CAREFULLY ***

In consideration of the acceptance of my application to participate in this event, I, myself, my heirs, executors, administrators and assignees, do hereby voluntarily agree to waive, release, discharge and hold harmless Kayak Tillamook County, LLC, its owners, members, trustees, employees, agents, and any other person officially connected with:

EVENT DATE: _____ **EVENT ACTIVITY** _____ Juntos Afuera Kayak _____

... from any and all liability for all claims of every nature and kind whatsoever, including death, personal injury, loss, theft, or damages to personal property, whether or not caused by the negligence of Kayak Tillamook County, LLC, or that of its agents and employees.

Outdoor activities pose certain inherent risks. I understand that the sport of kayaking and other water-related activities involve certain risks and exertions that may result in personal injury, including death. I agree to assume the risks associated with this event, including, but not limited to, the possibility of death by physical injury or drowning, loss of limb(s), broken bones, internal injuries, head injuries, cuts, bruises, insect bites, allergic reactions, and illness. I voluntarily and knowingly assume those risks.

I warrant that I have no limitations, either physical or psychological, that would either prevent me from participating in these events or that would pose a safety or other hazard to others or myself. I also understand that I will be solely responsible for any and all medical and emergency expenses in the event of an accident, illness or other incapability while participating in these events.

IMAGE RELEASE: I hereby grant to Kayak Tillamook County, LLC (KTC), its representatives, and employees and its other guests the right to take photographs and video of me in connection with my participation in any and all KTC programs. I also hereby authorizes the KTC to copyright, use, and publish the same in print and/or electronically. I hereby agree that KTC may use such photographs and video of me for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

I HAVE READ THIS RELEASE AND HOLD HARMLESS AGREEMENT, I UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature: _____ **Print Name** _____ **Date:** _____

For Parents/Guardians of Participants of Minority Age

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releasees, and, for myself, my heirs, assigns, and next of kin, release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

Minor's Name _____ **Emergency Phone Number** _____

MEDICAL INFORMATION FORM:

NAME: _____

Do you have **AQUAPHOBIA** No Yes please elaborate (how do you manage it?)

Do you have **DIABETES?** No Yes please elaborate (what type and how do you manage it?)

Have you ever had a **SEIZURE?** No Yes please elaborate _____

Do you have a **HEART CONDITION?** No Yes please elaborate _____

Are you **ALLERGIC TO BEES?** No Yes do you carry a bee sting kit? _____

Do you have **FOOD ALLERGIES?** No Yes please explain _____

ANY OTHER medical conditions that could affect your safety or health on this trip?

ANY MEDICATIONS you need to bring on the trip? No Yes Please list name, dosage, and frequency

Emergency Contact: _____ **Phone:** _____

***Sea kayaking and outdoor recreation involve risks. You are required to have your own health coverage, and to pay for any expenses arising from any medical emergency that may occur to you on this trip.

RESPONSIBILITIES AND AUTHORITY GUIDE: Your safety is above all other considerations. Due to quickly changing coastal weather conditions the location of your tour may be changed by the Guide/ Instructor assigned to your tour. Best efforts will be made to provide you with the next best alternative to the experience you are looking forward to. Refunds are not made because of poor weather, unless extreme weather conditions make any and all alternatives unsafe. **To ensure a safe and respectful environment for everyone our Guides/Instructors have the authority to:**

- 1. Cancel**, change, alter, and in any way adapt the tour at any moment to provide a safe environment
- 2. Eject** any person from the tour at any moment who: **a)** acts in an unsafe manner that jeopardizes his/her own safety or the safety of others, **b)** does not comply with guide safety instructions when requested to do so, **c)** acts in an offensive, rude or disrespectful manner toward any member of the tour or any person/s the tour comes in contact with, **d)** is unfit for any reasons (health, intoxication, etc) to participate or continue, **e)** damages or attempts to damage any object, wildlife, or plant life.