Participant Agreement, Release and Acknowledgment of Risk

Date _____/_____/_____

In consideration of the services of California Aquatics, the City of Long Beach, their agents, owners, officers, volunteers, participants, employees, and any entity acting in any capacity on their behalf (hereinafter collectively referred to as "the concessionaire's"), **I do hereby release and discharge the concessionaire's from liability**, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that kayaking entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing essential qualities of the activity. The risks include, among other things, capsizing, drowning, or hit by watercraft. Also, **"the concessionaire's" have difficult jobs. They seek safety but are not infallible. They may be ignorant of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.**

I agree and to accept and assume all of the risks existing in this activity. My participation is purely voluntary, and I elect to participate in spite of the risks**. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless "the concessionaire's" from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of "the concessionaire's" equipment or facilities, including any such claims which allege negligent acts or omissions of "the concessionaire's"**. Should "the concessionaire's" or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. **I further certify that I have no medical or physical conditions which could interfere with my safety in this activity**, or else I am willing to assume - and bear costs of - all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found in a court of law to have waived my right to maintain a lawsuit against California Aquatics or the City of Long Beach, its agents, officers, employees, volunteers and any other persons acting in any capacity on their behalf, on the basis of any claim from which I have released them herein. **I have had sufficient opportunity to read the documents entitled PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK & the SAFETY RULES. I have read and understood these documents, & agree to be bound by the terms. I understand that ALL PARTICIPANTS MUST KNOW HOW TO SWIM & wear lifejackets**.

I further agree to indemnify and hold harmless "the concessionaire's" from claims brought by, or on behalf of Minors (under 18), and which are in any way connected with such use or participation by any Minors. **My signature qualifies my understanding to fully supervise ALL persons using equipment for which I have signed and assumed responsibility. I agree to pay for any damage done to ANY boats or property incurred as a result of our participation.**

#	PRINT ALL NAMES HERE	SIGN HERE (Signers must be over 17)	
		I HAVE READ THIS RELEASE	
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