

CONSOLIDATED LIABILITY RELEASE, ASSUMPTION OF RISK & INDEMNIFICATION AGREEMENT

Covering the following organizations:

Clavey River Equipment, Inc. dba Clavey Paddlesports
He'e Nalu Outrigger Canoe Club
Lokahi Outrigger Canoe Club
Petaluma Small Craft Center (PSCC)
Petaluma Stand Up Paddle (PSUP)
Wind Toys, Inc.

I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in the instructional activities and events offered by the **organizations listed above**. Some risks are inherent in non-motorized watersports involving paddling, pedaling, rowing and sailing, even in still water; other risks are posed by the forces of the wind, currents, swells and waves in rivers, the bay, or the ocean; other risks are inherent in outdoor activities, wilderness travel, or watersports generally; still other risks may arise from conditions, situations, or activities of which I am presently unaware. All non-motorized watersports are dangerous, and other non-boating dangers may present themselves during an instructional activity or event.

In consideration of the **organizations listed above** allowing me to participate in their instructional activities or events, I hereby release, discharge, waive, disclaim, and relinquish all claims, actions, or causes of action for personal injury, wrongful death, or property damage against them arising as a result of my participation in instructional activities or events, my use of their equipment, or any activities incidental to the instructional activities or events; this shall apply even if the **organizations listed above** are negligent or otherwise at fault. I also agree to defend and indemnify the above listed organizations and hold them harmless for any personal injury, death, or property damage arising from my conduct, even if the **organizations listed above** are also negligent or otherwise at fault.

I understand that the effect of my signing this document is that I: (1) assume all risk of any injury, wrongful death, or property damage I might suffer while participating in instructional activities or events, even if it comes as a result of the negligence or other fault of the **organizations listed above**, (2) absolve and release the **organizations listed above** from the consequences of their negligence and/or other fault, (3) will indemnify and defend the **organizations listed above** against any legal actions or other claims for damages arising as a result of my conduct. I understand that I am forfeiting important legal rights and incurring important legal responsibilities.

I understand that certain skills, abilities, and physical and mental health, and fitness are required in order to reduce the dangers involved in non-motorized watersports; I possess these. I agree to wear a properly fastened personal flotation device (PFD or life jacket) at all times while aboard a boat or on or in the water, and to use such other safety equipment as may be provided to me by the **organizations listed above**. I understand and agree that should emergency rescue evacuation become necessary, the expenses are my sole responsibility and not that of the **organizations listed above**. I agree that the terms of this document bind me, my heirs, assigns, executors and administrators, and protect the **organizations listed above**, their agents, employees, officers, directors, shareholders, and volunteers.

-----Please turn the page in order to complete and sign this consolidated liability release,
of risk & indemnification agreement-----

assumption

-----Please sign below and fill out the requested information-----

Signature:

Name (print):

Address: _____ City: _____ State: _____ Zip: _____

Date:

Email: _____ Phone#: _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____

<please print minor(s) name(s) above>

a "Minor(s)" being permitted by the **organizations listed above** to participate in its activities and use its equipment and/or facilities, I further agree to indemnify and hold harmless the **organizations listed above** from any and all claims which are brought by or on behalf of "Minor(s)", and which are in any way connected with such use or participation by "Minor(s)".

Parent/guardian signature:

Name (print):

Date: