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 organizations listed above 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 I will indemnify and defend 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, assumption of risk & indemnification agreement-----

-----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: