

Seattle Outrigger Canoe Club 2018

ASSUMPTION OF RISK, WAIVER OF RIGHT AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

This document affects your legal rights. Carefully read and understand all terms of this document before initialing or signing it.

PLEASE PRINT CLEARLY:

NAME _____

Date of Birth _____

Street Address _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____

Email address _____

Emergency Contact Name _____ Relationship: _____

Emergency Contact's Phone Number(s) _____

IN CONSIDERATION FOR PERMISSION TO PARTICIPATE AS A MEMBER, AFFILIATE, VOLUNTEER OR GUEST OF THE SEATTLE OUTRIGGER CANOE CLUB ("SOCC") IN OPEN WATER OUTRIGGER PADDLING AND RACING ACTIVITIES ORGANIZED BY SOCC, A MEMBER OF THE PACIFIC NORTHWEST OUTRIGGER CANOE ASSOCIATION ("PNWORCA") OR THE AMERICAN CANOE ASSOCIATION ("ACA") ("Activities"), I AGREE TO AND ACCEPT THE FOLLOWING TERMS OF THIS AGREEMENT:

1. **PARTICIPANT REPRESENTATIONS:** I acknowledge that the Activities I will engage in are strenuous and dangerous and require good physical health, conditioning, ability, maturity and skill. I acknowledge that I am solely responsible for determining my suitability to participate in the Activities. I represent to SOCC that I have the requisite skills, physical and mental ability and training necessary to properly and safely participate in the Activities.
2. **VOLUNTARY PARTICIPATION:** I voluntarily choose to participate in the Activities despite all known and unknown risks. I assume all inherent and other risks and accept responsibility for any personal injury, illness, disability, emotional distress and death that I may suffer and any property damage or loss, whether described above or not, from participating in these Activities. I acknowledge and understand that:
 - A. The Activities I participate in are inherently hazardous. I may be exposed to natural and man-made dangers and hazards including but not limited to unpredictable weather, lightning,

unpredictable water conditions, ocean currents and tides, river and lake currents, unpredictable wildlife, falls, fractures, head and facial traumas, concussions, soft tissue injuries, blunt force traumas, hypothermia, overexertion, overheating, injuries from lack of fitness or conditioning, physical exertion, swimming for extended periods, drowning or other complications associated with immersion in water, falling while entering or exiting any canoe or marine vessel, being pinned or entrapped by items or obstacles in or on the water, colliding with boats, rocks and other objects on shore or in the water, known and unknown defects in the condition of any equipment or property supplied, equipment failure or malfunction and the negligence of others;

- B. I acknowledge that the above list is not complete or exhaustive, and that other risks known or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, death, illness or disease or damage to or loss of property to me, observers or other third parties. I expressly accept all risks not specifically listed above.
 - C. As a consequence of these risks, by participating in the Activities I may be seriously injured, disabled or may die and my property may be damaged or lost.
 - D. SOCC, its officers, employees, agents, members and volunteers assume no responsibility for providing medical care to me or anyone else during the Activities. I acknowledge that qualified medical care, emergency medical evacuation and medical/hospital facilities may be unavailable or limited during my participation in the Activities. I also understand and accept that I must pay for any medical care and/or evacuation services I incur.
3. **ASSUMPTION OF RISKS**: I knowingly assume all risks of bodily injury or harm and/or any property damage or loss that I may incur as a result of my participation in the Activities, including any injury, harm or loss caused by the negligence of SOCC, its officers, employees, agents, members or volunteers, its contractors and other participants and observers of the Activities. Any equipment I provide or may borrow from SOCC or a third party I use at my own risk and I acknowledge that such equipment is provided without any warranty whatsoever about its condition or suitability for use in the Activities. I also assume all risks of injury, harm, damage or loss occurring during transportation to and from the Activities.
4. **WAIVER AND RELEASE OF LIABILITY**: I knowingly and forever release, discharge and agree not to sue SOCC, its officers, employees, agents, members and volunteers, its contractors, any person or entity which provides any equipment used in the Activities, any municipal or government providers of use permits and their officers, employees and agents (“Released Parties”) from any and all liabilities, claims, demands and causes of action that arise from bodily injury or harm, disability, death or property damage or loss that occurs to me or to any other person or any other property during the Activities or related in any way to the Activities. This includes the release of liability for any injury, harm or loss occurring during transportation to and from the Activities and from the use of any equipment or facility. This release of liability includes claims of negligence of any Released Party, claims for strict liability for abnormally dangerous activities and any other type of claim including but not limited to breach of contract or fraud. This release of liability does not include claims for gross negligence, intentional or

reckless misconduct, or any other liabilities that Washington State law does not permit to be excluded by agreement.

5. **HOLD HARMLESS, INDEMNIFICATION AND ASSUMPTION OF DEFENSE:** I will hold harmless, indemnify and defend the Released Parties against all claims resulting from the Activities, including but not limited to claims, causes of action, liability, losses, or damages for any property damage, property loss or theft, personal injury, disability, death or other loss brought by or on behalf of me, a family member, my estate, another participant, observer or any other person arising from or relating to my use of equipment, facilities and/or participation in the Activities and specifically including claims that any one or more of the Released Parties were negligent. I will also hold harmless, indemnify and defend the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activities. Specifically, I will pay or reimburse any Released Party for any amount required to be paid, include costs, expenses and attorney fees, damages, reasonable settlements that any Released Party incurs because of claims made against them from the Activities. In the event I die or am disabled, the terms of this Agreement, including the indemnification provisions in this section, will be binding upon my estate and any personal representative, executor, administrator or guardian administering my estate, trust or guardianship.
6. **PARTICIPANT TO ABIDE BY RULES AND FOLLOW DIRECTIONS:** I have received, read and understand SOCC's rules and will abide by them at all times. I will also follow all rules and directions provided to me orally or in writing by SOCC or any other organizer of an Activity at the time of the Activity. I will make reasonable decisions and act responsibility at all times.
7. **PARTICIPANT'S RESPONSIBILITY FOR INSURANCE:** I represent that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in these Activities and to cover bodily injury or property damage caused to a third party as a result of my participation in these Activities. If I have no such insurance, I represent that I am capable of personally paying for any and all such expenses or liability and acknowledge that SOCC is relying on this representation in permitting me to participate in these Activities.
8. **PERMISSION TO USE LIKENESS:** I acknowledge that SOCC may photograph or videotape the Activities and that consequently I may be photographed or videotaped during the Activities. To the fullest extent allowed by law, I waive any right of privacy, preapproval, publicity, compensation, copyright or other rights to my image, likeness or name and I expressly consent to SOCC using these images for any purpose and in any format.
9. **APPLICABLE LAW, VENUE AND ATTORNEYS' FEES, EXPENSES, AND COSTS:** This agreement is governed by and shall be construed in accordance with Washington State law without reference to its choice of law rules. I expressly consent to jurisdiction of the Superior Court for King County, Washington and the United States District Court for the Western District of Washington for any dispute arising from this agreement or claim alleged to be based on the Activities. If the validity or enforceability of this agreement is contested, the prevailing party

will pay all attorney fees, costs and expenses of the party or parties seeking to uphold the agreement.

10. **SEVERABILITY:** The purpose of this agreement is to be an enforceable assumption of risk, waiver and release of liability and indemnification and the agreement is to be interpreted as broadly and inclusively as Washington law allows. If any term of this agreement is found invalid or unenforceable, that term will be deemed modified and/or will be enforced to the maximum extent permitted by law to carry out the purpose of this agreement and the remainder of this agreement will continue with full force and effect.

I HAVE FULLY READ, REVIEWED AND AM FULLY INFORMED OF THE TERMS OF THIS AGREEMENT, SPECIFICALLY MY ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY SOCC FOR ANY CLAIMS ARISING FROM MY PARTICIPATION IN THE ACTIVITIES. I UNDERSTAND THAT THIS AGREEMENT HAS NO EXPIRATION DATE AND REMAINS IN EFFECT AT ALL TIMES THAT I AM PARTICIPATING IN OR OBSERVING THE ACTIVITIES. I REPRESENT THAT MY PARTICIPATION IN THE ACTIVITIES IS PURELY VOLUNTARY AND THAT I ELECT TO PARTICIPATE IN THE ACTIVITIES IN SPITE OF THE RISKS. I HAVE HAD THE OPPORTUNITY TO HAVE AN ATTORNEY REVIEW THIS DOCUMENT AND I SIGN THIS AGREEMENT VOLUNTARILY AND CONSENTUALLY.

PARTICIPANT PRINTED NAME

PARTICIPANT SIGNATURE

DATE

PARENT OR LEGAL GUARDIAN (If participant is under 18 years of age)

I represent and warrant that I have full legal authority to act on my child's behalf. I understand and accept all terms of this agreement for myself and on behalf of my child.

PARENT/GUARDIAN PRINTED NAME

PARENT/GUARDIAN SIGNATURE

DATE