

Secondwind Sports

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

In consideration of my being allowed to participate in activities sponsored Secondwind Sports and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "Secondwind"), I hereby agree to release and discharge Secondwind, on behalf of myself my children, my parents, my heirs, assigns, personal representative and estate as follows: I acknowledge that sea kayaking activities, including basic kayaking instruction, involve known and unanticipated risks which could result in physical or emotional injury, paralysis, death, drowning or damage to myself property or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. These risks include, among other things: weather conditions that may change quickly, including wind, lightning, fog and excessive heat and sun; water conditions that may change quickly, including waves, currents, tides, eddies, whirlpools and cold water temperatures; surf conditions along shore areas; hypothermia (being too cold) and hyperthermia (being too hot); contact with aquatic and land animals, including insects and wildlife, in the water, along the shore or in camp; rocks or other debris falling from overhanging shore areas; difficult terrain or walking conditions along the shore or in camp, including mud, rocks steep slopes, and marine life such as barnacles and sea urchins; salts ores or accidental ingestion of salt water; personal injury or property damage to my equipment or property owned by others due to collision with motorized or non-motorized boats (including other kayaks, paddles and equipment) and their wakes, and with natural or man-made objects in the water such as trees and rocks or reefs, piers, buoys, driftwood and other debris or salt water immersion; entrapment or being crushed while in a kayak; muscular or skeletal injury, dislocation or strain due to physical exertion, especially in the wrist, shoulder and back; improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; my own physical condition and my own acts or omissions I including my level of kayaking experience and expertise; the consumption of tainted food or drink during the trip; falling, capsizing or being flipped into the water (either intentionally or unintentionally); my own and other participants' attempts to exceed kayaking skills and/or kayaking in a reckless manner; my own failure or that of other participants to follow the safety guidelines and other instructions of trip initiators, including always wearing shoes and a personal flotation device; improper use of equipment; vehicular or pedestrian accident while being transported or wailing to or from activity sites and error or negligence on the part of Secondwind and its trip initiators and members, including inadequate instruction or assistance. Furthermore, Secondwind's trip initiators have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity 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 Secondwind from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity, including any such claims which allege negligent acts or omissions of Secondwind. Should Secondwind or anyone acting on its 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 agree that Washington law shall be applied in any legal action involving the interpretation, validity and/or enforceability of this agreement. In the event that any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in force and effect. I certify that I have insurance to cover injury or damage I may cause or suffer while participating, or else I have to bear the costs of such injury or damage 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 the 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 any activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Secondwind on the basis of any claim from which I have released it herein I have had sufficient opportunity to read this entire document.

I HAVE READ AND UNDERSTAND THIS PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK, AND I AGREE TO BE BOUND BY ITS TERMS

Participant's signature:

Printed name date
