Roche Harbor Resort & San Juan Island Outfitters, LLC. SEA KAYAK TOURS
Participant agreement, release and acknowledgment of risk form (6-2001)

In consideration of the services of New RH LLC, d.b.a. Roche Harbor Resort and San Juan Safaris, Inc., its agents, owners, officers, employees and all other persons or entities acting in any capacity on it's behalf (hereinafter referred to as Roche Harbor Resort and San Juan Safaris), I hereby agree to release and discharge Roche Harbor Resort and San Juan Safaris on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

1. I understand and acknowledge that the activity I am about to engage in bear known risks and anticipated risks which could result in injury, death, illness, disease, emotional distress or damage to myself, to property or third parties. The following describes some, but not all of those risks associated with sea kayaking, operating a motor boat, outdoor activities, travel and adventure.

a) The nature of Sea Kayaking and or boating itself;

Capsize **Death by Drowning**
Tidal conditions and currents **mental anguish or trauma**
Collision with objects or other craft **Prolonged exposure to cold water, hypothermia**

b) Adverse weather conditions exposure to sun, wind, cold, storms, waves and lightning;
c) Quickly changing weather and water conditions
d) Latent or apparent defects or conditions in kayaking/motor boat equipment or any other equipment, or property supplied by Roche Harbor Resort or San Juan Safaris, or other persons or entities;
e) My own physical condition, health, lack of health, or my own acts of omission;
f) Conditions encountered in waterways or terrain and accidents connected with those conditions;
g) First-aid, lack of first-aid or improper first-aid, emergency treatment or other services rendered;
h) Consumption of food or drink

2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Roche Harbor Resort and San Juan Safaris from any and all liability, claims, demands, actions or rights of actions, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributable to the negligent acts or omissions of Roche Harbor Resort and San Juan Safaris.

4. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I will have no right to make a claim or file a lawsuit against Roche Harbor Resort and San Juan Safaris, it's agents, owners, employees or any other persons or entity acting in any capacity on its behalf even if they or any of them negligently caused such injury or damage.

5. Should Roche Harbor Resort or San Juan Safaris or anyone acting on its behalf, be required to incur attorney's fees and cost to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.

6 .I certify that I have accident and liability insurance to cover any bodily injury or property damage I may cause or suffer while participating in this event, or else I agree to bear the costs of such injury or damage myself.

I). -Do you have any existing medical conditions or are you taking any medication that could affect your trip? No☐ Yes☐ describe_____

If yes, be sure to mention this to your guide.

II). - My signature below indicates that I have had sufficient opportunity to read this entire document. I have read it, and that I understand that it affects my legal rights; I agree to be bound by its terms.
Signature of all **Adults 18 and over**.

Today's date: _____ **your tour time**_____ Departing from Roche ___ Friday Harbor ___

IV). For children 17 years and younger, child's name printed. Children under 6 years not allowed on kayak tours.

Child's Name x_____

Signed for by parent or guardian x_____