

PARENT/GUARDIANS ACKNOWLEDGMENT OF RISK, LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of the services of **Wave Trek Rescue, LLC**, its officers, directors, agents, employees, volunteers and all other persons or entities acting in any capacity on its behalf (hereinafter referred to as "**Wave Trek**") in permitting my child/ward to participate in its Kayaking School and/or Kids Camps, I agree to this **ACKNOWLEDGMENT OF RISK, RELEASE AND INDEMNIFICATION AGREEMENT**. I hereby agree to release and discharge **Wave Trek** on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that rock climbing, mountaineering and whitewater kayaking and rafting entail known and inherent risks, as well as unknown/unanticipated risks which could result in **serious physical or emotional injury, paralysis, death or drowning to/of my child/ward or third parties, and damage to my own, my child/wards or others' property**. I understand such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

These risks include but are not limited to: 1) weather conditions that may change quickly, including temperature, precipitation, wind, lightning and excessive heat and sun; 2) water conditions that may change quickly, including water level, waves, currents, eddies, whirlpools and cold water temperatures; 3) overexertion, dehydration, hypothermia (being too cold), hyperthermia (being too hot) and exposure to sun when traveling on snow or glaciers; 4) contact with aquatic and land animals, including insects, reptiles and wildlife, in the water or on land; 5) rocks, snow or other debris falling from overhanging shore areas, cliffs or snow fields and glaciers, avalanches, falling trees or branches; 6) difficult terrain or walking conditions along the shore or on roads, bridges and other water crossings and trails, including mud, loose footing, slippery rocks, snow and ice and steep slopes; 7) injury to a participant's finger, hand, arm, torso or head due to striking parts of kayak/raft or being struck by other objects while in the kayak/raft, through the use of sharp and potentially dangerous climbing equipment such as crampons and ice axes, or through the use of climbing ropes and harnesses (such as through rope burns or sudden stops); 8) injury to a participant through falls when traveling on snow and ice (including crevasses and snow bridges) or when rock climbing (on or off rope); 9) personal injury or property damage to my equipment or property owned by others due to collision with persons or equipment (including buckets, paddles, pumps and storage containers) both inside and outside a kayak/raft/raft, including the kayak/raft/raft itself and other watercraft, and with natural or man-made objects in the water such as bridge abutments, trees, rocks, driftwood or other debris, or due to water immersion or being trapped in a wave reversal; 10) injury in the course of water fights with other participants; 11) falling, capsizing or being flipped into the water (either intentionally or unintentionally), including when entering or exiting kayak/rafts, and resulting swims in rapids; 12) collision with or being pinned against natural or man-made objects in the water such as bridge pillars, rocks, trees logs, branches other debris or objects (whether hidden or visible) located in the river or on the river bank; 13) injury to a foot, ankle, knee or other part of a participant's leg due to entrapment in a kayak/raft, or otherwise being trapped or crushed while in a kayak/raft; 14) foot or leg entrapment on the river bottom or entrapment due to lines or other gear in a kayak/raft; 15) injury in the course of water fights with other participants; 16) muscular or skeletal injury, dislocation or strain due to physical exertion, especially in the wrist, shoulder and back, including knee injuries while getting into or out of a kayak/raft, rotator cuff or shoulder injuries incurred during bracing or similar activities, and tendonitis or other repetitive strain injuries; 17) 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; 18) my own physical condition and my own acts or omissions, including my level of kayak/rafting, climbing or mountaineering experience and expertise; 19) the consumption of tainted food or drink during the trip, including exposure to polluted or contaminated water; 20) my own and other participants' attempts to exceed kayak/rafting, climbing or mountaineering skills and/or kayak/rafting, climbing or mountaineering in a reckless manner; 21) my own failure or that of other participants to follow **Wave Trek's** safety guidelines and instructions of its instructors and guides, including always wearing helmets, shoes and a personal flotation device; 22) improper use of equipment; 23) inadequate repair or maintenance of **Wave Trek's** equipment; 24) manufacturing or other defects, both apparent and latent, in the equipment supplied or used by **Wave Trek**; 25) vehicular or pedestrian accident while being transported or walking to or from activity sites; and 26) **error or negligence on the part of Wave Trek and its instructors and guides, including inadequate instruction or assistance**.

Furthermore, **Wave Trek's** instructors and guides have difficult jobs to perform. They seek safety, but they are not infallible. They might not be aware of a participant's fitness or abilities. They might misjudge the weather, the elements or the water or terrain. They may give insufficient warnings or instructions, and the equipment being used might malfunction.

I expressly agree and promise to accept and assume all of the risks of my child/wards participation in these activities. My child/wards participation in these activities is purely voluntary, and he/she will be asked if he/she wants to participate in spite of the inherent risks listed above. I elect to allow my child/ward to participate in spite of those risks.

I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless **Wave Trek** from any and all claims, demands or causes of action which may be in any way connected with my child/wards participation in these activities or use of **Wave Trek's** equipment or facilities, **including any such claims which allege negligent acts or omissions on the part of Wave Trek.**

Should **Wave Trek** 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 substantive Washington law (and not only conflict of law rules) rather than the law of any other state or jurisdiction shall be applied in any legal action involving the interpretation, validity and/or enforceability of this agreement, and that any legal action resulting from my child/wards participation in this activity shall be brought only in Snohomish County, Washington. In the event that any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.

I hereby certify that my child/ward is in good health, that he/she has no medical or physical conditions which could interfere with his/her safety in activities with **Wave Trek**, and that I have adequately informed **Wave Treks** personnel of any special instructions, including on-going medication (if any), regarding my child/ward. I also hereby certify that I have insurance to cover injury or damage my child/ward may suffer or cause while participating in activities with **Wave Trek**, or else I agree to bear the costs of such injury or damage myself.

6. I authorize **Wave Treks** personnel to render emergency first aid to my child/ward, and to call for medical care for my child/ward or to transport him/her to a medical facility or hospital (if available) if, in the opinion of such personnel, medical attention is needed for my child/ward. I further authorize appropriate medical personnel to render such medical treatment as is necessary for the health of my child/ward, in their professional opinion. I agree that once my child/ward is transported to the medical facility or hospital, **Wave Trek** shall have no further responsibility for the him/her, and I agree to pay all costs associated with such medical care and transportation.

By signing this document, I acknowledge that if my child/ward is hurt or any property is damaged during his/her participation in activities with Wave Trek, I may be found by a court of law to have waived my right to maintain a lawsuit against Wave Trek on the basis of any claim from which I have released it herein. I have fully informed myself of the contents of this Acknowledgment of Risk, Release and Indemnification Agreement by reading it in its entirety before I signed it. I have read and understood this document, and I agree to be bound by its terms.

Please Print Clearly

Print Name of Child/Minor: _____ Child/Minors Age: _____

Signature of Parent/Guardian: _____ Print Name: _____

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

Telephone: _____ Emergency Telephone: _____ Date: _____

Signature of Parent/Guardian: _____ Print Name: _____

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

Telephone: _____ Emergency Telephone: _____ Date: _____