

WILD COAST
925 SEACOAST DRIVE, IMPERIAL BEACH, CA 91932
**PARTICIPANT RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND PARENTAL
CONSENT AGREEMENT (“AGREEMENT”)**

IN CONSIDERATION of being permitted to participate in any way in any WILD COAST activity (“activity”), I for myself, my personal representatives, assigns, and heirs and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND that: (a) KAYAKING, SAILING, SWIMMING, AND OTHER OCEAN RELATED ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“RISKS”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.
3. HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE WILD COAST, the City of Imperial Beach, the Port of San Diego as well as the officers, directors, agents, employees and assigns of each, and any officials, volunteers, participants, sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place and any other party indemnified and held harmless by WILD COAST (each considered one of the “RELEASEES” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, NEGLIGENT SECURITY, TRAVEL AND RECREATIONAL OPERATIONS AND ACTIVITIES; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT, I or anyone on my behalf against any of the RELEASEES, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or any costs that may be incurred as the result of any such claim.
4. I HEREBY AUTHORIZE AND GIVE FULL CONSENT that WILD COAST has the right to copyright, publish, use, reproduce, sell or assign any and all photographic pictures, videotapes and/or sound recordings taken or made of me in which I may be included in whole or part. I relinquish all rights, title or interest to any furnished products, reproductions or facsimiles. I grant permission to WILD COAST to allow these images and/or recordings to be put to legitimate use at their discretion, including in any printed material, social media, or on our website.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE TO BE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT: _____

ADDRESS: _____
(Street) (City) (State) (Zip Code)

PHONE: _____

PARTICIPANT’S SIGNATURE (IF AGE 18 or OVER) _____

DATE: _____

MINOR RELEASE
REQUIRED IF PARTICIPANT IS UNDER 18

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF KAYAKING, SAILING, SWIMMING, AND OTHER OCEAN RELATED ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY(S). I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR ANY COSTS THAT MAY BE INCURRED AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____

ADDRESS: _____
(Street) (City) (State) (Zip Code)

Phone: _____

PARENT/GUARDIAN SIGNATURE _____

DATE: _____