

EXPRESS CHECK-IN WAIVER FORM

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Please bring **completed** waiver for express check-in upon arrival.

ACKNOWLEDGEMENTS OF RISKS, ASSUMPTION OF RISK & RESPONSIBILITY AND RELEASE LIABILITY:

WARNING! There are significant elements of risk in any adventure, sports or activity associated with water, watercraft and the outdoors. Although we have taken responsible steps to provide you with the appropriate equipment and/or skilled staff so that you can enjoy an activity for which you may not be skilled, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be the cause of loss or damage to the equipment or cause accidental injury, illness or, in extreme cases, permanent trauma or death.

ACKNOWLEDGEMENT OF RISKS: I acknowledge that the following describes some, but not all, of those risks: (1) Changing water flow, tidal currents, wave action and ships' wakes; (2) Collision with other water craft and manmade or natural objects; (3) Inclement weather, lightning, variances and extremes of wind, weather and temperature; (4) My sense of balance, physical coordination, ability to operate equipment, swim, and follow directions; (5) Collision, capsizing, sinking, or other hazards which result in wetness, injury, exposure to the elements, hypothermia and/or drowning; (6) Getting in or out of the craft; (7) Travel, including to or from the activity; (8) The presence of marine life forms; (9) Equipment failure or operator error; (10) Heat or sun-related injuries; (11) Fatigue, chill and/or dizziness, which may diminish my reaction time and increase the risk of an accident.

I am aware that this activity may entail risks of injury or death. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My participation in this activity is purely voluntary. No one is forcing me to participate. I verify that I am physically fit, not under the influence of alcohol or drugs and sufficiently qualified, trained and capable to participate in these activities. Therefore, I assume full responsibility for myself, including any minor children, for whom I am responsible, for bodily injury, accidents, illness, death, loss of personal property and expenses thereof as a result of any accident that may occur. I elect to participate in spite of the risks. I agree to wear a fastened United States Coast Guard approved personal floatation device (life jacket) for the duration of this activity. I also agree to not stand in the watercraft, to return at the first sign of bad weather with the rental equipment, not consume or transport alcoholic beverages or illegal/controlled substances and to follow the instructions of personnel when given. I will not leave the area of operation and I will stay at least fifty (50) feet away from any cliffs and/or exposed reefs. The area of operation is defined as protected waters only; not to pass the cove buoys. I further agree that I will not SURF in the kayak. I agree that the equipment that is returned broken, but repairable, will be Charged to me at the repair rate and must be paid prior to new equipment being issued and/or deposit refunded. I further agree that any damage incurred during the rental period will be charged to me.

I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, to muscles and/or ligaments; fractures or broken bones; eye' damage; cuts, wounds, exposure; head, neck and/or spinal injuries; bite or attack by animals, allergic reaction, shock, paralysis or death.

COVENANT OF GOOD FAITH: I recognize that you, the provider of services, will operate under the covenant of good faith and fair dealing, but you may find necessary to terminate an activity due to the forces of nature, medical necessities or other problems, and/or refuse to terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants. I further understand that La Jolla Kayak & Company reserves the right to confiscate rental equipment being misused.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to **pay all costs of rescue** and/or medical services as may be incurred on my behalf.

RELEASE: In consideration of services and/or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns agree that: LA JOLLA KAYAK & COMPANY and OCEAN KAYAKS and each of their principals, directors, officers, agents, employees and volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

RESCHEDULING/CANCELLATION POLICY: Rescheduling/Cancellation is possible at no extra charge as long as rescheduling/cancellation is requested 24 hours prior to the event. Cancellation at the time of event or non-participation are not subject to refund. No refunds will be given for inclement weather or for activities beyond the control of La Jolla Kayak.

IMPORTANT!!! MUST READ

NO INS AND OUTS AT THE BOAT LAUNCH, KEEP KAYAKS AWAY FROM SWIM ZONES AND THE SWIMMING LANE AT THE COVE AND ALL OTHER PLACES ASKED BY AUTHORITY. STAY AWAY FROM ALL EXPOSED REEFS AND SURF. ENTERING CAVES WITHOUT INSTRUCTOR IS NOT PERMITTED. RENTAL EQUIPMENT MUST BE RETURNED TO THE SHOP TO AVOID A SURCHARGE OR LOST RENTAL FEE. ALL THOSE WHO DO NOT FOLLOW THESE GUIDELINES WILL HAVE THEIR RENTALS TERMINATED.

I HAVE READ THE FOREGOING WARNING. ACKNOWLEDGEMENT OF RISKS. ASSUMPTION OF RISK & RESPONSIBILITY AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

ENTERING CAVES CAN RESULT IN A \$350.00 FINE.

Print Name: _____ Signature: _____ D.O.B.: _____

Date: _____ Address: _____ (Additional members of party sign next page...)

Print Name: _____ Signature: _____

D.O.B.: _____

Date: _____ Address: _____

Print Name: _____ Signature: _____

D.O.B.: _____

Date: _____ Address: _____

Print Name: _____ Signature: _____

D.O.B.: _____

Date: _____ Address: _____

Print Name: _____ Signature: _____

D.O.B.: _____

Date: _____ Address: _____