

Date: \_\_\_\_\_ Sub Sea Tours & Kayaks Rental Agreement Total \_\_\_\_\_

Time: Out \_\_\_\_\_ IN \_\_\_\_\_ Double Single Triple Canoe - 2 4 war

The following safety rules are important to understand. **Please read carefully.**

- Lifejackets must be worn and fastened at all times.**
- Rental is for the Morro Bay Harbor only. I agree **not to pass the rock** toward the harbor entrance.  
I understand that the rental is **not to go into the ocean.**
- 1/3 - 2/3 rule: Spend 1/3 of your time paddling with the current and leave 2/3 of your rental time to paddle against the current.
- Winds may increase anytime but especially in the afternoons. If whitecaps are present, paddle close to shoreline returning to dock as soon as possible.
- If disembarking on the sandspit, I agree to **pull the boat out of the water** high up on the sand, so that an incoming tide will not float it away.
- Position yourself in center of boat, stay low - **NEVER STAND UP** in the boat.
- No alcohol or drugs** before or during your rental.
- No one under 18 will be allowed on the water unaccompanied by someone 18 or older.
- No pets are allowed in boats.
- I agree to pay a \$50 fetch fee if I'm unable to return to the dock on my own.
- I agree to pay for any lost, damaged or broken equipment.
- Sub Sea Tours and Kayaks has the right to refuse or terminate the participation of anyone for any reason.

### **Participant Agreement, Release and Assumption of Risk**

In consideration of the services of Sub Sea Tours and Kayaks, Canoe 2 U, Morro Bay Charters, Adventure Marina, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "Sub Sea Tours and Kayaks"), I hereby agree to release and discharge Sub Sea Tours and Kayaks on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that kayaking entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: boat capsizing, tidal conditions and currents; travel in remote areas; collision with objects or other watercraft; prolonged exposure to cold water, hypothermia, accidental drowning; mental anguish or trauma, illness in remote areas; exposure to sun, strong wind, cold storms, large waves, eddies and whirlpools, and lightening; aggressive and or poisonous marine life; wrist, arm, shoulder or back injuries, slips and falls while hiking; and rapidly changing adverse weather and water conditions.
2. 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,
3. I hereby voluntarily release, forever discharge, and agree to indemnify and **hold harmless Sub Sea Tours and Kayaks** from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Sub Sea Tours and Kayaks's equipment and facilities, including any such claims which allege negligent acts or omissions of Sub Sea Tours and Kayaks.
4. Should Sub Sea Tours and Kayaks 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.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.
6. In the event that I file a lawsuit against Sub Sea Tours and Kayaks, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of the lawful rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.
7. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Sub Sea Tours and Kayaks on the basis of any claim from which I have released them herein.
8. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.
9. 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/our behalf.

**I have read the release of liability and by signing agree to hold harmless Sub Sea Tours and Kayaks and its agents. I attest that I am capable of performing the activity and no one has coerced or forced me to participate.**

Participant's Printed Name \_\_\_\_\_ Age: \_\_\_\_\_  
 Signature \_\_\_\_\_ Date: \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
 Zip \_\_\_\_\_ Phone (include area code) \_\_\_\_\_  
 Emergency Contact: Name and Phone Number (Please include area code) \_\_\_\_\_  
**Participants under 18**

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE  
 (UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release and discharge Sub Sea Tours and Kayaks on behalf of myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Sub Sea Tours and Kayaks from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF Sub Sea Tours and Kayaks**, to the fullest extent permitted by law.

Parent/Guardian Name	Signature	Date
Child's Name & Age	Child's Name & Age	Child's Name & Age

**Sub Sea Tours and Kayaks  
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