



PARTICIPANT AGREEMENT

(Including Acknowledgment and Assumption of Risks, Agreements of Release and Indemnity, and Additional Provisions)

IMPORTANT. READ CAREFULLY. This document affects your legal rights. It must be signed by you, the “Participant”, whether you are an adult or minor if you are using equipment of, or are participating in activities offered by CANOE WEST (referred to in this document as “Provider”). This document must also be signed by your parent or legally-appointed guardian if you are a minor Participant (under 18 years of age). The parent or legal guardian agrees to these terms individually and on behalf of the minor. Only a parent or legally-appointed guardian may sign for a minor Participant. References in this agreement to “I” or “we” include all who sign below unless otherwise clearly indicated.

In consideration of the opportunity to use certain equipment and/or to participate in activities offered by Provider, Participant (adult or minor), and the parent or legal guardian of a minor participant, understand, acknowledge and agree as follows:

Activities, Hazards, and Risks

Services provided by Provider may include providing support services, transportation, trip planning assistance, and certain activities that are instructional and designed to extend the skills of participants; and/or providing hiking trips and trips by raft, canoe, and/or driftboat (referred to, collectively, as watercraft). Activities, scheduled and unscheduled, associated with these services may include, in addition to travel by water, swimming; wading, including in swiftly-moving water; hiking and/or climbing on rocks, slopes, and other surfaces; camping, portaging (carrying the watercraft between water travel sites) and travel to and from activities.

The hazards and risks (together referred to as “risks”) of the use of the watercraft include, but are not limited to, the following: entering, exiting and operating the watercraft; water which may be fast, deep, cold and subject to rapid change; objects, which may be encountered in and out of the water, and which may not be obvious, including debris, trees, rocks, boulders, dams, bridges, and other hazards; the watercraft may overturn, swamp and sink and the occupants may become separated from the watercraft; feet and other parts of the body may become entrapped by, in or under rocks and other objects; participants may strike or be struck by objects, the participant’s watercraft, other watercraft, and other persons, both in and outside of the watercraft. Risks of other activities include those associated with hiking and moving on and over terrain, including the shoreline, trails, boardwalks, docks, boat ramps, and other terrain, which may be unstable, steep and slippery and where rocks, trees, and other objects may fall, and man-made and natural structures may fail; animals, including but not limited to poisonous reptiles and poisonous plants, may cause harm; swimming and/or wading in unfamiliar surroundings may cause entrapment, injury from slips and falls and drowning. Other risks include errors in judgment of Provider’s staff, the Participant and/or other participants, including but not limited to the improper assessment of capabilities and conditions pertaining to the activities; equipment may be misused or may fail because of manufacturing defects or otherwise; collisions may occur while traveling by vehicle to and from the activities; the activities are subject to the unpredictable forces of nature, including exposure to the sun, cold, wind, hail, lightning, and other such phenomena; and activities may take place in remote places, significantly delaying emergency medical care and evacuation.

Participant, and the parent or legal guardian of a minor Participant, acknowledge and understand that the description of activities and risks above is not complete and that all activities, whether or not described, may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the activity. Participation in the activities can result in or cause bites, stings, allergic reactions, overexertion, heat stroke, hypothermia, illness due to contaminated water, burns, cuts, bruises, strains, broken bones, and other injuries and illnesses. Property loss, and serious injury and death, including by falling, drowning and other causes, whether or not specifically described above, are also risks inherent in these activities.

Provider has made no effort to determine, and accepts no responsibility for, the medical, physical or other qualifications of or the suitability of Participant or other participants for the activities. Participant, and the parent or guardian of a minor Participant, accepts full responsibility, for determining Participant's medical, physical or other qualifications or suitability for participating in the activities. Provider is not responsible for the water or land conditions, routes, or camp sites, and therefore is not responsible for the safety of or any injury or loss arising from such conditions, routes, and/or camp sites. Certain activities may be conducted by independent contractors hired by Provider. These contractors are not trained or supervised by Provider and Provider has no control over these contractors and accepts no responsibility for their conduct. Alcohol will, and other legal or illegal substances may, impair judgment and reduce a participant's ability to effectively manage the risks of water travel, camping and land activities. Participants should inspect unfamiliar rapids and other hazards before attempting to pass through or over them; and participants should always wear a fastened life jacket (personal floatation device). Participants should wear footwear which will provide protection from sharp objects, and which will minimize the risk of foot entrapment and is adequate for wet slippery environments. Adhering to these and other safety precautions is the sole responsibility of the Participant and other participants; failure to adhere to these and other safety precautions may result in injury, including serious injury, or death.

Acknowledgement and Assumption of Risks

I, the Participant (adult or minor) and the parent or guardian of a minor Participant, have read the description of activities, hazards and risks set forth above, and understand the nature of the services of Provider and other activities which may occur, their known risks and the fact that additional known and unknown risks of these activities exist. I acknowledge and expressly assume all risks of the activities, whether or not described above, known or unknown, and inherent or otherwise.

I understand and acknowledge that the effect of signing this document is that I take full responsibility for any injury, property damage or other loss, including death, which I, or a minor child for whom I sign, may suffer, arising in whole or in part out of such activities, even if such injury or damage occurs as a result of the negligence of Provider, it's employees, contractors, volunteers, directors and/or owners.

Agreements of Release and Indemnification, and Additional Provisions

I, the Participant (adult or minor) and the parent or guardian of a minor Participant, agree, for myself and on behalf of the minor Participant for whom I am signing, as follows:

I hereby conspicuously and unequivocally release, waive, and relinquish all claims and legal actions against the Provider, its employees, contractors, volunteers, directors and owners ("Released Parties") for personal injury, wrongful death, property damage, and any and every other injury or damage of any kind, which I, or the minor Participant for whom I sign, may suffer, arising out of or in any way related to my, or the minor Participant's, enrollment in or participation in the activities of Provider. I also agree to defend and indemnify the Released Parties, and hold them harmless against claims and legal actions for personal injury, death, property damage or other legal liability or claim brought against the Released Parties, or any of them, by a rescuer, a member of my, or the minor Participant's, family or anyone else, asserting a loss arising out of or in any way related to my, or the minor Participant's, enrollment in or participation in the activities of Provider or the use of its equipment.

The agreements of release and indemnification above include claims arising in whole or in part from negligent (but not grossly negligent, reckless or intentionally wrong) acts or omissions of the Released Parties or any of them, and all other claims, including for personal injury, wrongful death, property damage, products liability (including strict liability), breach of contract or warranty, or otherwise. The agreements are intended to be enforced to the fullest extent allowed by law, and to be binding on me as Participant and on me as parent or guardian of a minor Participant, individually and on behalf of the minor for whom I sign.

Additional Provisions

I authorize Provider to provide or obtain for me, or the minor child for whom I sign, such rescue services and/or medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such services, care and related transportation. Any dispute between Provider and me or the minor child for whom I sign will be governed by the substantive laws of the State of California (not including laws which might apply to the laws of another jurisdiction), and any mediation or suit shall take place only in that State. Any mediation or other non-judicial dispute resolution process shall take place only in the City of Yreka, California. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of the First Judicial District of the State of California, with the mediation to occur in the City of Yreka.. If such mediation is not successful, I agree that any lawsuit based upon the dispute shall occur in the First Judicial District of the State of California in Yreka. I agree to pay all costs and attorneys' fees incurred by Provider in defending a claim or suit brought by me or by or on the behalf of the minor for whom I sign, if the claim or suit is withdrawn or to the extent a court or mediator determines that the Provider is not responsible for the claimed injury or loss.

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be amended except in writing. I understand that it is binding, to the fullest extent allowed by law, upon all persons signing below, our respective heirs, executors, administrations, wards, minor children (whether or not they are Participants) and other family members. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall remain in full force and effect.

After you have read and agree to comply with all above please place your signature and fill out all information requested below.

_____	_____	_____
Participant (adult or minor)	Parent or Guardian	Date
_____	_____	_____
Printed Name	Printed Name	
Address _____	City _____	Zip _____
Phone # _____	Email _____	
Participant's Age _____ or Adult _____	Group _____	
(Scouts) Meeting Night _____	Date of Clinic _____	
Participant's Height _____	Participant's Weight _____	Swimming Ability _____
First time paddling with us? _____	If not when was the last time we paddled together? _____	
Health Problems Instructor Should be Aware of_(inc. Medications or Allergies, Pacemaker, etc.) _____		

Thank You and Keep Paddling
Canoe West Staff 416 Rolling Hills Drive, Yreka, CA 96097 530-842-7805 canoewest@snowcrest.net