

OC PADDLESPORTS, INC.

ASSUMPTION OF RISK AND RELEASE FROM LIABILITY AND RENTAL AGREEMENT

You are giving up important legal rights. Read this agreement carefully before signing.

In exchange and consideration of the services of, and equipment provided by, OC Paddlesports, Inc., and its predecessors, successors, assignees, beneficiaries, principals, officers, directors, shareholders, managers, members, legal and equitable owners, partners, partnerships, joint venturers, entities, associations, agents, servants, employees, representatives, affiliates, independent contractors, volunteers, participants, heirs, grantees, transferees, trustees, businesses, and vendees and all persons and legal entities acting by, through, under, or in concert with them; and all persons and legal entities who could suffer or sustain liability by, through, or under any of them (collectively referred to as "OC Paddlesports"), and to the broadest extent of the law, I hereby agree to release and forever discharge OC Paddlesports, on behalf of myself, my children, present and former spouses, present and former domestic partners, parents, heirs, grantees, transferees, executors, beneficiaries, devisees and legatees, assigns, personal representatives and estates as follows:

1. I acknowledge that the use of paddle boards, kayaks, canoes and other floatation/water devices entails unanticipated risks and hazards which may result in physical, emotional or mental injury, paralysis, death or other 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. These risks include, among other things: exposure to tides, swells, currents, strong wind, cold, storms, large waves, eddies and whirlpools, and lightening; capsizing; wrist, arm, shoulder, neck, back, head or other bodily injuries; mental anguish or trauma; collision with a boat, dock, buoy, rock or beach; immersion in water and hypothermia, drowning, dehydration, sunburn; exposure to dangerous marine life such as sharks, jellyfish and stingrays; insect bites; exposure to pollution, bacteria and other unhealthful conditions, poison oak, and allergic reactions; cuts, puncture wounds, burns, slips and falls that may result in sprains, lacerations, or broken bones; and becoming lost or stranded.

I have chosen my destination and route without relying on OC Paddlesports to assess my skill, knowledge, equipment, or my ability to handle the paddling/kayaking conditions that may develop on my trip. I understand that OC Paddlesports' staff have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of my fitness level, abilities and/or health conditions. They might misjudge weather, the elements, terrain or sea conditions. They might give inadequate warnings or instructions, and the equipment used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in these activities. My use of OC Paddlesports' equipment is purely voluntary, and I elect to use it in spite of the risks. I will exercise my own good judgment.
3. I accept full responsibility for all of the equipment I am renting or using. I will immediately pay for its repair or replacement, at OC Paddlesports' discretion, if I fail to return it, or if I do not return it in condition similar to that in which I received it. I agree to pay a \$10 cleaning charge for any equipment not returned in clean condition.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless OC Paddlesports from any and all claims, damages, judgments, appeals, rights, demands, costs, expenses, liabilities, obligations, actions, and causes of action, of any kind or character whatsoever arising directly or indirectly connected with my participation in this activity or my use of OC Paddlesports' equipment or facilities, including any such claims which allege negligent acts or omissions of OC Paddlesports.
5. I realize that there is a risk of my becoming seriously ill or injured in an area remote from medical care and that OC Paddlesports cannot guarantee the availability of emergency medical services or transportation to medical facilities. I understand that I am solely responsible for all charges for all medical and emergency services and rescue operations that I may need. 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 have no medical or physical conditions which could interfere with my safety in using this equipment, and I am willing to assume the risk of any such condition I may have.

6. Should OC Paddlesports or anyone acting on their behalf, be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold OC Paddlesports or anyone acting on their behalf harmless for all such fees and costs.
7. In the event that I file a lawsuit against OC Paddlesports, 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 law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
8. I understand that only those people who have signed this Agreement are authorized to use OC Paddlesports' equipment, and I agree not to allow anyone to use OC Paddlesports' equipment who has not signed this Agreement.

By signing this document, I acknowledge that if anyone is hurt, injured, or property is damaged while using OC Paddlesports' equipment, I may be found by a court of law or other tribunal to have waived my right to maintain a lawsuit or any action against OC Paddlesports on the basis of any claim which I have released herein. I have had sufficient opportunity to read this Agreement. I have read this Agreement and fully understood it. I represent I have entered this Agreement on my own volition, free of any duress, coercion, or influence whatsoever, and am not presently under the influence of any alcohol, drug or medication. I further represent that I have not been made any promises or representations by OC Paddlesports outside of this Agreement and agree to be bound by all of its terms.

Date: _____ Print Name _____ Signature of Participant _____

Date: _____ Print Name _____ Signature of Participant _____

Date: _____ Print Name _____ Signature of Participant _____

Date: _____ Print Name _____ Signature of Participant _____

Date: _____ Print Name _____ Signature of Participant _____

Parent's or Guardian's Additional Indemnification for Participants Under 18 Years Old.

In exchange and consideration of the "Minor" being permitted by OC Paddlesports to participate in its activities or to use its equipment and facilities, I further agree to indemnify and hold OC Paddlesports harmless from any and all claims, damages, judgments, appeals, rights, demands, costs, expenses, liabilities, obligations, actions, and causes of action, of any kind or character whatsoever arising directly or indirectly connected with the Minor's participation in these activities or use of OC Paddlesports' equipment or facilities, including any such claims which allege negligent acts or omissions of OC Paddlesports which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent/Guardian	Minor's Name	Minor's Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PLEASE CAREFULLY READ, COMPLETE, SIGN AND DATE THIS AGREEMENT.