

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK FORM

NAME: _____

DATE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

PHONE: _____

NAME OF PARENT OR GUARDIAN (if under 18):

In consideration of the services of Paddlers' Realm LLC., including their agents, owners, stockholders, officers, volunteers, participants, employees, booking agents, any additional insured companies, persons or entities acting

in any and all other capacity on their behalf (in this document, all these parties are referred to collectively as

"PADDLERS' REALM"), I agree to release and discharge PADDLERS' REALM and any additional insured companies

on behalf of myself, my heirs, assigns, personal representatives, and estate as follows:

1. INHERENT RISKS. I understand that kayaking and the associated activity I am about to engage in as a participant and/or volunteer bear inherent risks, both known and unanticipated. I understand that such risks cannot be eliminated

without jeopardizing the essential qualities of this activity. These risks could result in **PHYSICAL INJURY, DEATH,**

PARALYSIS, EMOTIONAL INJURY, OR OTHER DAMAGE, to myself, my property, or third parties. I understand that

these risks include but are not limited to risks from:

- My own physical condition.
- My own actions or omissions; the actions or omissions of other participants in this activity; and the actions or omissions of PADDLERS' REALM.
- Defects, both hidden and apparent, in equipment supplied or operated by PADDLERS' REALM.
- The operation, including misuse, of equipment supplied by PADDLERS' REALM.
- The dangers of kayaking on cold glacial bodies of water and moving water, including but not limited to:
drowning; hypothermia; the risk that the kayak may flip, roll, overturn, or that I may fall out of the kayak.
- The risk that I may be in the water for extended periods of time; and the presence of submerged or floating debris in the water, such as rocks, logs, ice, downed trees, standing waves, hydraulics rip

currents or rip tides,
whirlpools, undertow, or any other type of forceful ocean wave.

- The danger of traveling on a water taxi, or in a kayak including falling out of these vessels, or having the vessels, shift or sink in any way.
- The dangers of being hit or struck by another individual or object, including, but not limited to another kayak, boat, or any other type of water craft.
- Changing water conditions, including increased risk exposures due to high water levels and changing tides.
- Inclement or changing weather, including without limitation high winds, rain, hail, snow and lightning.
- Fatigue, chill and/or dizziness, which may diminish reaction time and increase the risk of accident.
- Heat related injuries and illnesses, including but not limited to, heat exhaustion, sunstroke, and dehydration.
- Hazardous contact or interactions with plants or wild animals.
- The conditions of roads, trails, waterways, or terrain, and accidents connected with their use, including falling debris, rock falls, and avalanche danger.
- Accidents and injuries occurring while: walking to or from the kayak, moving on unstable ground, being transported by a passenger vehicle and/or aircraft to or from kayak launching and landing locations, loading passengers on to the kayak, loading passengers in and out of passenger transport vehicles, launching or landing kayaks from the shore or any other location, and loading and unloading kayaks or other equipment on to transport vehicles. Travel, including hiking, portaging, and the travel to or from the activity.
- The inaccessibility or remoteness of terrain, which may delay rescue and/or medical treatment.
- The distance of this activity's location from medical or emergency facilities.
- Receiving emergency medical services or emergency transport from PADDLERS' REALM or other third parties.
- Risk of contracting an infectious disease, including but not limited to COVID-19

2. RISK OF NEGLIGENCE.

I understand there is a risk that injury may occur because of the negligence of PADDLERS' REALM, other participants, or other third parties, both related and unrelated to the inherent risks outlined above, including but not limited to errors in judgment such as errors in selecting routes through swift bodies of water, errors in making decisions in the event of accidents and rescues, errors in selecting campsites or trails during land excursions or evacuations, and errors in giving or following instructions)

3. ASSUMPTION OF ALL RISKS. I EXPRESSLY AGREE TO ASSUME AND ACCEPT ALL OF THESE RISKS, including risks caused by negligent acts or omissions. No one is forcing me to participate in this activity. I choose to participate voluntarily in spite of the risks. I acknowledge that **I AM ULTIMATELY RESPONSIBLE FOR MY OWN SAFETY** during my participation in this activity.

4. RELEASE OF LIABILITY FOR ALL RISKS, INCLUDING NEGLIGENCE, AND WAIVER OF RIGHTS. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify PADDLERS' REALM from any liability, claims, demands, actions or rights of actions, which are related to, arise out of, or are in any way connected with my participation in this trip, including specifically but not limited to, the acts or omissions of PADDLERS' REALM and all other persons or entities, including negligent acts or omissions, for any and all injury, death, illness or disease, and damage to myself or to my property.

5. AUTHORIZATION, RELEASE, AND INDEMNITY FOR EMERGENCY MEDICAL CARE. If PADDLERS' REALM deems it necessary to administer any emergency medical services, or to transport me to another location for medical reasons, I agree that PADDLERS' REALM has permission to do so and to disclose my health information. I waive any right to object or bring any type of action or claim against PADDLERS' REALM for its decisions, actions, or omissions, including negligence, related to emergency medical services. I agree to indemnify PADDLERS' REALM for (i.e., pay for) any expenses, including transport costs, related to my emergency medical care.

6. MY AGE, SKILL, AND INSURANCE COVERAGE. I certify (1) that I am over the age of 18 or the parent or legal guardian of the participating child under 18. I further certify (2) that I have sufficient skill and fitness to participate in this PADDLERS' REALM activity. I further certify (3) that I have no medical, mental, or physical conditions which would interfere with my safety or ability to participate in this activity, or—*if I have such a condition*—that I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by such condition. I further certify (4) that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage I may suffer, or cause to a third party, as a result of my participation in this event, or—*if I have no such insurance*—that I am willing to and capable of personally paying for any and all such expenses or liability.

7. COSTS AND FEES. If it is necessary for PADDLERS' REALM or someone on PADDLERS' REALM'S behalf to incur attorney's fees and costs to enforce this agreement, or part of it, I agree to indemnify them for (i.e., pay for) those expenses.

8. LAW, FORUM, ENTIRE AGREEMENT. If I file a lawsuit against PADDLERS' REALM, I agree to do so solely in the State of Alaska, and I further agree that the substantive law of Alaska shall apply in that action without regard to any conflict of law rules. This contract forms the entire agreement between me and PADDLERS' REALM and cannot be modified or changed in any way unless in writing signed by me and PADDLERS' REALM.

9. PHOTO USE. I authorize PADDLERS' REALM to use my photographic image for any advertising or commercial purpose.

By signing this agreement, I realize that if anyone is hurt or killed or becomes ill, or if property is damaged during my participation in this PADDLERS' REALM activity, I will have freely given up my right to make a claim or file a lawsuit against PADDLERS' REALM, even if they caused or contributed to the injury, illness, death, or damage. I recognize that kayaking and wilderness recreation are inherently dangerous and I am participating in this activity despite the risks. PADDLERS' REALM has made no representations about the safety of this activity.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS FOUR-PAGE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS. I HAVE INFORMED PADDLERS' REALM OF ANY CONDITION THAT MAY AFFECT MY PARTICIPATION IN ACTIVITIES DESCRIBED ABOVE.

Parents or guardians must sign on behalf of children under 18 years old.

LIST KNOWN ALLERGIES TO PLANTS, INSECTS, FOOD, OR MEDICATION

EMERGENCY CONTACT: _____ PHONE: _____

SIGNATURE OF PARTICIPANT/PARENT/GUARDIAN: _____

PRINT NAME: _____

DATE: _____