

Oregon Ocean Paddling Society
RELEASE of CLAIMS & ASSUMPTION of RISK

Trip: _____ **Trip Organizer:** _____ **Date:** _____

1. In exchange for the opportunity to participate in the sea kayaking activities of Oregon Ocean Paddling Society, I agree to release Oregon Ocean Paddling Society, its officers, directors, agents, volunteers and participants (collectively "OOPS"), on behalf of myself, my family, heirs, personal representatives and estate, from claims described in paragraph 5, below.

2. I acknowledge sea kayaking inherently involves both known & unpredictable risks that can result in physical or emotional injury or death to myself or third parties or damage to property. I understand such risks cannot be eliminated from sea kayaking. Such risks include (without limitation): kayak capsize & entrapment; tides, currents, surf, large waves, strong winds, storms, lightning, river rapids, eddies & whirlpools; rapidly changing adverse weather & water conditions; prolonged exposure to sun or cold & hyperthermia or hypothermia; drowning; collision with objects or watercraft; aggressive &/or dangerous marine life; travel, illness or injury in remote areas; and equipment malfunction or failure.

3. I acknowledge OOPS has difficult functions to perform. OOPS desires and seeks safety but OOPS cannot guarantee my safety. Thus, additional risks inherent in sea kayaking (without limitation) include that OOPS: may be unaware of my (or any participant's) physical fitness, abilities or medical condition; may make errors in judgment as to weather or water conditions or choice of routes; and may make errors in execution of rescue or safety procedures. I understand I am ultimately solely responsible for my own safety while sea kayaking with OOPS. I agree it is my responsibility to make it from launch to take-out, regardless of any effort by OOPS to assist me.

4. I agree to accept & assume all risks related to sea kayaking (as summarized in paragraphs 2 & 3, above). My participation in this activity is voluntary, and I elect to participate in spite of these risks. I will personally bear the costs of any injury or damage I may suffer or cause as a result of my or anyone's negligence while participating in any OOPS activity. I agree to assume the risk of any physical or medical condition I may have, whether or not disclosed by me to OOPS.

5. I agree to release & waive any & all claims for personal injury, death or property damage against OOPS arising from the negligence of OOPS, whether such claims exist now or arise in the future or whether such claims arise from risks summarized herein or otherwise, provided such claims relate, directly or indirectly, to my participation in any OOPS sea kayaking activity, or to my use of, or reliance on, any equipment provided or operated by OOPS.

6. I agree to defend, indemnify & hold harmless OOPS as to any claims (including for fees & costs) by any third party against OOPS arising, directly or indirectly, from my participation in any Oregon Ocean Paddling Society sea kayaking activity.

7. I agree if any provision of this Agreement is found to be void or unenforceable, the remaining provisions shall remain in full force & effect.

I HAVE HAD SUFFICIENT OPPORTUNITY TO CAREFULLY READ & UNDERSTAND THIS AGREEMENT BEFORE SIGNING IT. BY SIGNING THIS AGREEMENT I KNOWINGLY RELEASE & WAIVE LEGAL RIGHTS WHICH I (OR MY SUCCESSORS IN INTEREST) MAY HAVE AGAINST OOPS. I SIGN THIS AGREEMENT VOLUNTARILY.

PARENT'S OR GUARDIAN'S ADDITIONAL RELEASE (Required if participant under 18):

In consideration of _____, "Minor", being permitted to participate in any OOPS sea kayaking activity, I make the same agreements regarding assumption of risk, release & waiver of claims and indemnity on behalf of Minor as made for myself in paragraphs 4,5 & 6, above

By signing this Combined Activity Roster, Release of Claims & Assumption of Risk, I acknowledge & agree: **1. I have read and understand the Release of Claims and Assumption of Risk on page 1.**

2. I am assuming all risks and waiving my legal rights as to claims against OOPS and all persons and entities acting on its behalf, as detailed on **page 1.**

3. I am voluntarily and knowingly signing this Combined Roster and Release.

Print Participant Name & Phone

Signature

DATE Emergency Contact & Phone