

**CLAVEY RIVER EQUIPMENT, Inc. dba Clavey Paddlesports
409 Petaluma Blvd. South, Petaluma CA 94952
(707) 766-8070
Tours/Classes Liability Release**

Liability Release, Assumption of Risk, and Indemnity Agreement

I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in the instructional activities and tours offered by Clavey River Equipment, Inc. Some risks are inherent in kayaking and stand up paddling (sup), even in still water; other risks are posed by the forces of the currents, swells, and waves in rivers, the bay, or the ocean; other risks are inherent in outdoor activities, wilderness travel, or water sports generally; still other risks may arise from conditions, situations, or activities of which I am presently unaware. All kayaking and sup is dangerous, and other non-boating dangers may present themselves during the class or tour.

In consideration of Clavey River Equipment, Inc. ("CRE") allowing me to take its class or tour, **I hereby release, discharge, waive, disclaim, and relinquish all claims, actions, or causes of action for personal injury, wrongful death, or property damage against CRE arising as a result of my participation in a class or tour, my use of CRE equipment, or any activities incidental to the class or tour; this shall apply even if CRE is negligent or otherwise at fault. I also agree to defend and indemnify CRE and hold it harmless for any personal injury, death, or property damage arising from my conduct, even if CRE is also negligent or otherwise at fault.**

I understand that the effect of my signing this document is that I (1) assume all risk of any injury, wrongful death, or property damage I might suffer while participating in a class or tour, even if it comes as a result of the negligence or other fault of CRE, (2) absolve and release CRE from the consequences of their negligence and or other fault, (3) will indemnify and defend CRE against any legal actions or other claims for damages arising as a result of my conduct. I understand that I am forfeiting important legal rights and incurring important legal responsibilities.

I understand that certain skills, abilities, and physical and mental health, and fitness are required in order to reduce the dangers involved in kayaking and sup; I possess these. I agree to wear a properly fastened personal floatation device (life jacket) at all times while aboard a boat or on or in the water, and to use such other safety equipment as may be provided to me by CRE. I understand and agree that should emergency rescue evacuation become necessary, the expenses are my sole responsibility and not that of CRE. I agree that the terms of this document bind me, my heirs, assigns, executors and administrators, and protect CRE, their agents, employees, officers, directors, and shareholders.

Signature: _____

(If minor, parent or guardian must sign.)

Print Name: _____

Date: _____