Assumption of Risk and Release of Liability

Hike Bike Kayak Sports, Inc.
2216 Avenida de la Playa
La Jolla, CA 92037
858-551-9510

Hike Bike Kayak Mission Bay

San Diego, CA, 92109
858-488-5599

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.

2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.

3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Hike Bike Kayak Sports, Inc. and the City of San Diego**, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE,** to the fullest extent permitted by law.

5. Hike Bike Kayak Sports **DOES NOT ISSUE REFUNDS** except for tours that Hike Bike Kayak cancels due to weather or ocean conditions.

6. Photo release: I hereby grant Hike Bike Kayak Sports and their legal representatives the absolute right and permission to copyright, use and publish images in which I may be included in whole or in part, or composite or distorted in character form, for use in published materials, illustration, promotion, art, advertising, trade, web sites and any other purpose in order to promote Hike Bike Kayak Sports. I hereby waive any right that I may have to inspect or approve the finished product. I agree to let Hike Bike Kayak Sports publish photos to their Facebook page and other media.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X_____ _____ _____
Participant's Signature Age Email address (for discounts and promotions)

Print name:_____ Emergency Phone # _____Date_____

Home Address: _____City:_____ State :_____Zip:_____

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X_____ _____ _____
Parent/Guardian Signature Date Emergency Phone No.

FOR OFFICE USE ONLY

Reservation Name		# People		Notes:
Time/Tour		Tandems		
Payment Type		Singles		