

WASUP NORTHWEST, LLC

RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AND PARTICIPATION AGREEMENT

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ BOTH PAGES CAREFULLY BEFORE SIGNING.

1. ACTIVITY AND ASSOCIATED RISKS. I have voluntarily chosen to participate in the following activity:

(hereinafter referred to as the "Activity"), which is organized by WASUP Northwest, LLC, a Washington limited liability company ("WNWLLC"). I acknowledge, understand, and agree as follows:

- a. The Activity is inherently hazardous, and I may be exposed to dangers and hazards, including some of the following: unpredictable ocean or river currents, lightning, hypothermia, hostile or aggressive wildlife, accidents, falls, fractures, concussions, injuries, paralysis, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, drowning, death, equipment failures, my failure to wear a personal flotation device or use other protective gear, and negligence of others.
- b. As a consequence of these risks, I may be seriously injured or disabled or may die from resulting injuries, and my property may also be damaged.
- c. Hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Activities.
- d. WNWLLC assumes no responsibility for providing medical care during the Activity, and I will be required to pay all costs for any medical care, emergency services, or evacuation that I incur.

In consideration of the permission to participate in the Activity, I agree to the terms contained in this document.

- 2. ASSUMPTION OF RISK. I KNOWINGLY AND FREELY ASSUME THE ABOVE-MENTIONED RISKS AND ANY OTHER RISKS NOT LISTED THAT ARE PART OF THE ACTIVITY, AND ANY HARM, INJURY OR LOSS THAT MAY OCCUR TO ME OR MY PROPERTY** as a result of my participation in the Activity or during any transportation to or from the Activity – including any injury or loss caused by the negligence of WNWLLC, its employees, agents, officers, members, managers, contractors, and other Activity participants. I also understand and agree that any equipment that I provide or borrow or rent from WNWLLC or other provider I use at my own risk and that any such equipment is provided without any warranty by WNWLLC as to its condition or suitability.
- 3. RELEASE OF LIABILITY.** I hereby forever **RELEASE AND DISCHARGE WNWLLC**, its respective members, managers, officers, directors, employees, agents, volunteers, and representatives, other participants, sponsoring agencies, sponsors, advertisers, land owners, municipal or governmental providers of use permits, and their respective employees, officers, directors, agents, and representatives (the "Released Parties") **FROM ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, LAWSUITS AND/OR DEMANDS arising from or in any way related any injury, death, loss or harm that occur to me** or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This **RELEASE** shall be binding upon my estate, and my personal representative, executor, administrator, or guardian shall be obligated to respect and enforce such **RELEASE**. This **RELEASE** includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This **RELEASE** does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Washington law does not permit to be excluded by agreement. I also agree **NOT TO SUE** or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activity or are related in any way to the Activity.
- 4. INDEMNIFICATION, HOLD HARMLESS, AND DEFENSE.** I promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for the negligence of the Released Parties. I also promise to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs (including attorney's fees) that they incur because of any such claims against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.
- 5. AGREEMENT TO FOLLOW DIRECTIONS/SAFETY PRECAUTIONS.** I agree to abide by any and all training, safety instructions and rules provided to me and to follow directions given to me by the leaders of the Activity, including **WEARING A LIFE VEST OR PERSONAL FLOTATION DEVICE** while I am on the water. I understand that I shall inspect all equipment, recreation areas, and water areas for safety conditions. I agree that I am responsible for learning how to correctly and safely engage in the Activity. I agree to **TAKE ALL SAFETY**

PRECAUTIONS that I am instructed to take. I agree that if I observe any unusual or significant hazard during my participation or presence, I will remove myself from participation and immediately bring such hazards to the attention of WNWLLC.

6. **INDEPENDENT CONTRACTORS.** I acknowledge that WNWLLC has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.
7. **USE OF MY LIKENESS.** I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant WNWLLC and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, either in whole or in part, in any form, without restrictions, and for any purpose, without compensating me for such use.
8. **SEVERABILITY.** I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by Washington law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.
9. **APPLICABLE LAW, FORUM, AND ATTORNEY'S FEES.** This agreement is governed by and shall be construed in accordance with the laws of the state of Washington, without any reference to its choice of law rules. I agree that any dispute arising from this agreement or in any way associated with the Activity shall be brought only in the Superior Court of Clark County, Washington. I agree to the jurisdiction and venue of such court for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the non-prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS OR OTHER INDUCEMENTS TO SIGN THIS **RELEASE** HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Date: _____ Signature of Participant: _____

Print Name: _____ Date of Birth: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

If participant is a minor, signature of parent or responsible adult is required below:

In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties** (defined in Section 3) **from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child** during the Activity or in any way related to the Activity. This includes any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Washington law does not permit to be excluded by agreement.

Date: _____ Parent/Responsible Adult Signature: _____

Print Name: _____

Relationship: _____