

**La Jolla Kayak Fishing
Assumption of Risk And Release of Liability Agreement**

This Agreement, when executed by Participant, will be for services performed by Jim Sammons, dba La Jolla Kayak Fishing (hereafter collectively "SAMMONS"), for recreational kayaking and/or fishing.

In consideration for being allowed to participate in the above described recreational activities, (hereafter "Activity"), I hereby acknowledge and agree as follows:

1. Assumption of Risks. I hereby acknowledge that I have voluntarily applied to participate in the Activity. I am aware that the Activity and related activities are dangerous sports which can result in injury and or death to me and other participants and spectators, or damage to property, for many reasons including but not limited to equipment failure, malfunction, or misuse; injury caused by fishing tackle, hooks or lines; boating accidents involving third parties known and unknown to SAMMONS; drowning; ill health, including disease: weather conditions such as storms and lightning; venomous insects and snakes; venomous marine organisms, sharks and other dangerous marine animals; the training, acts, omissions, recommendations or advice given by SAMMONS, his agents, employees, or other persons or entities concerning the Activity; and first-aid, emergency treatment or other services rendered to me or others. I understand and acknowledge that the above list is not complete or exhaustive. I accept and hereby assume all risks of injury, death, illness or disease, or other damage to myself, to others, or to property, which arise, from my participation in the Activity.

2. Release. I hereby voluntarily release, and forever discharge SAMMONS and his agents, employees, subcontractors, and all other persons or entities associated with him, including other participants, (hereafter collectively known as "The Released Parties") from all liability, aims, demands, actions or causes of action for bodily injury, death, illness, disease or damage to myself or to my property which are related to, arise out of, or are in any way connected with my participation in the Activities, including but not limited to those arising from any negligent or reckless acts or omissions or breach of contract of The Released Parties.

3. In the event any party hereafter brings any action or arbitration to interpret or enforce any part of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to whatever other remedies are available under applicable law.

4. I certify that I am fully capable of participating in the Activity. This activity at times will be strenuous; I agree that I am physically able to perform such activities. I agree to follow all the rules and instructions of The Released Parties while I am participating in the activity.

5. I assume financial responsibility for any equipment damaged or lost during this activity.

6. I acknowledge and agree that by signing this Agreement, I am giving up the right to sue The Released Parties for any damages I suffer while participating in The Activity, even if The Released Parties negligently cause said damages.

7. This release intended to be as broad and inclusive as is permitted by California law. If any portion, clause or sub clause is held invalid, I agree that the balance shall continue in full force and effect.

8. My signature below indicates that I have read this entire Agreement, understand it completely, and that it shall be effective and binding upon me, my heirs, assigns, personal representatives, estate, and all members of my family including any minors accompanying me. I acknowledge that I am not relying on any oral, written or visual representations or statements made by The Released Parties, including those made in The Released Parties' brochures or other promotional material.

Email address _____

Participant _____ Home phone _____
(Print name)

Signature _____ Date _____

Address _____

Minor Participant _____ Minor Date of Birth _____
(Print name)

(Signature of parent and/or Legal Guardian if Participant is under 18 years).

