

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES AND CHANGES THE LEGAL RELATIONSHIP BETWEEN YOU AND SOUTHERN SEA VENTURES. IF YOU HAVE ANY QUESTIONS ABOUT THE TERMS OR EFFECTS OF THIS AGREEMENT, YOU SHOULD SEEK INDEPENDENT ADVICE BEFORE SIGNING IT.

In consideration of the services of Southern Sea Ventures Pty Ltd dba Southern Sea Ventures, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SSV"), I hereby agree to release, indemnify, and discharge SSV, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that sea kayaking entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: boat capsizing; tidal conditions and currents; travel in remote areas; collision with objects or other watercraft; prolonged exposure to cold water, hypothermia, accidental drowning; illness in remote area; exposure to sun, strong wind, cold storms, large waves, eddies and whirlpools, and lightning; aggressive and /or poisonous marine life; wrist, arm, shoulder, and/or back injuries; slips and falls while hiking; and rapidly changing adverse weather and water conditions.

Furthermore, SSV guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction. **Initial here** _____

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. **Initial here** _____

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SSV from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SSV's equipment or facilities, **including any such claims that allege negligent acts or omissions of SSV.** **Initial here** _____

4. Should SSV or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating. I agree to bear the costs of such injury or damage. I further certify that I have no medical or physical conditions that would interfere with my safety in this activity. I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against SSV, I agree to do so solely in the state of New South Wales, Australia and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SSV on the basis of any claim from which I have released them herein. Unless not able to be excluded, all laws which impose duties on SSV are excluded from this agreement with you.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____

Address: _____

Phone: _____ Date: _____