

# Dyes Inlet Dash

## Hui Heihei Wa'a Outrigger Canoe Club Silverdale Whaling Days

### ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Age \_\_\_\_\_ Sex:  M  F  
(please print)

Address \_\_\_\_\_ Phone: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP: \_\_\_\_\_

I, the above-named person, in consideration of being allowed to participate in the paddling and watercraft activities sponsored by Hui Heihei Wa'a, hereby acknowledge, agree, promise and covenant with Hui Heihei Wa'a on behalf of myself, our heirs, assigns, personal representatives and estates, as follows:

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:** I understand and acknowledge that in participating in activities sponsored by Hui Heihei Wa'a, I am exposing myself, other participants, and/or third parties, to certain risks and dangers including, but not limited to, physical injury, death, illness, disease, emotional distress, loss of income, medical and/or funeral expenses, and/or damage to our property.

I understand that these risks of damage are inherent risks of participating in paddling and watercraft activities for a number of reasons, including but not limited to, the nature of the activities themselves; the training, acts, omissions, recommendations or advice given by individuals, including Hui Heihei Wa'a members, Board of Directors, their agents, employees or any other persons or entities concerning paddling activities; latent or apparent defects or conditions in the watercrafts and other equipment; use or operation, by myself or others, watercrafts, and/or other equipment; weather conditions; the physical condition of myself, or my/our own acts or omissions; first aid, emergency treatment or other services rendered by persons including Hui Heihei Wa'a, its members, their employees or agents; and consumption of food or drink. I understand and acknowledge the above list of reasons is not complete or exhaustive.

I accept and assume all risks of participating in paddling and watercraft activities sponsored by Hui Heihei Wa'a and/or its members, including but not limited to physical injury, death, illness, disease, emotional distress, loss of income, medical and/or funeral expenses, and/or damage to property. I acknowledge and agree that participation in these paddling and watercraft activities by me is purely voluntary, no one is forcing me/us to

participate in spite of risks.

**WARRANTY OF PHYSICAL AND MENTAL CONDITION:** I certify that I do not have any medical or physical condition which will expose me, or third parties participating in the paddling and watercraft activities to risk of illness, injury, or death, or loss of property. I understand that neither the Hui Heihei Wa'a nor its members, will make any special arrangements to maintain my health while participating in the paddling and watercraft activities sponsored by Hui Heihei Wa'a or its members, and I assume the responsibility for that myself.

**RELEASE:** I hereby voluntarily release and forever discharge Hui Heihei Wa'a, its agents, employees, and all other persons or entities associated with it, including other participants, from any and all liability, claims, demands, actions or causes of action, including those for any and all injury, death, illness, disease, or damage to myself, and others, or to my property and the property of others, which are related to, arise out of, or are in any way connected with my participation in the above-referenced paddling and watercraft activities, including but not limited to those arising from any negligent or reckless acts or omissions, strict liability, or breach of contract, of Hui Heihei Wa'a, its members, agents or employees, and all other persons or entities associated with it, or latent or apparent defects in equipment and facilities owned by Hui Heihei Wa'a and/or its members.

I further agree, promise and covenant to hold harmless and indemnify Hui Heihei Wa'a, its members, and Board of Directors, agents, employees, and all other persons or entities associated with it, for any injury, death, illness, or disease, or damage to myself, and others, or to my property, or the property of others, which arises from or is connected with my participation in the above-referenced activities. Furthermore, I agree, promise and covenant to hold harmless and indemnify all the above-named parties from any and all claims, damages, or expenses of any third party alleging negligent or reckless acts or omissions of myself.

**IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE, INCLUDING MYSELF, IS HURT OR ANY PROPERTY IS DAMAGED WHILE I AM PARTICIPATING IN THE ABOVE-REFERENCED ACTIVITIES, THAT NEITHER I NOR MY FAMILY, HEIRS, REPRESENTATIVES, OR OTHER LEGAL ENTITIES, WILL HAVE THE RIGHT TO CLAIM OR FILE A LAWSUIT AGAINST HUI HEIHEI WA'A, ITS MEMBERS, OR BOARD OF DIRECTORS, AGENTS, OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE. I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM GIVING UP CERTAIN LEGAL RIGHTS AND CLAIMS WHICH I MIGHT OTHERWISE ASSERT OR MAINTAIN AGAINST HUI HEIHEI WA'A, ITS MEMBERS, AND BOARD OF DIRECTORS, AND THE OTHER PARTIES RELEASED HEREIN.**

My signature below indicates that I have read this entire document, understand it completely and agree to be bound by its terms.

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Parent's Signature (if participant is under 18 ): \_\_\_\_\_ Date \_\_\_\_\_