

KAYAKING

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Name:	Date:	Age:
Address:	City / State:	Zip:

PLEASE READ CAREFULLY BEFORE SIGNING

THIS IS A RELEASE OF YOUR RIGHTS TO SUE THE KAPALUA DIVE COMPANY INC., IT'S EMPLOYEES, GUIDES, AGENTS, AND ASSIGNS FOR THE PERSONAL INJURIES OR WRONGFUL DEATH THAT MAY OCCUR DURING THE FORTHCOMING KAYAK/WATER ACTIVITY AS A RESULT OF THE INHERENT RISK ASSOCIATED WITH KAYAKING AND SNORKELING OR AS A RESULT OF NEGLIGENCE

1. I, _____, hereby affirm that I have been advised and informed of the inherent hazards of snorkeling/skin diving and kayaking.
2. I understand and agree that neither my guide(s), the facility through which this program is offered, The Kapalua Dive Company, Inc., any it's respective employees, officers, agents, or assigns (hereinafter referred to as "Released Parties"), may be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this program or as a result of the negligence of any party, including the Released Parties, whether passive or active.
3. In consideration of being allowed to participate in this program, I hereby save and hold harmless said program and I personally assume all risks in connection with this program, for any harm, injury or damage that may befall me while I am a participant in this program, including all risks connected therewith, whether foreseen or unforeseen.
4. I also understand that snorkeling/skin diving and kayaking are physically strenuous activities and that I will be exerting myself during this program, and that if I am injured as a result of heart attack, panic, hyperventilation, etc., that I assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.
5. I understand that past or present medical conditions may be contraindicative to my participation in the program. I affirm that I am not currently suffering from a cold or congestion or have an ear infection. I affirm that I do not have a history of seizures, dizziness or fainting; nor a history of heart condition (e.g.: cardiovascular disease, angina, heart attack).
6. I further affirm that I do not have a history of respiratory problems such as asthma, emphysema or tuberculosis. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities.

I do hereby acknowledge that some, but not all of the risks of participating in kayaking include:

1. Changing water flow, tides, currents, wave action and ships' wakes;
2. Collision with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects;
3. Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature;
4. My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions;
5. Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning;
6. The presence of insects and marine life forms;
7. Equipment failure or operator error;
8. Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration;
9. Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of an accident.
10. I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act.

IT IS THE INTENTION OF _____ BY THIS INSTRUMENT TO EXEMPT AND RELEASE THE KAPALUA DIVE COMPANY INC., IT'S GUIDES AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Signature:	Date:
Signature of Parent or Guardian if under 18 years old:	