7001 Seaview Ave NW, Ste 160-40
Seattle WA 98117
206.678.3073

Waiver and Release of Liability

Name of Participant (please print clearly): _____

This waiver and release is applicable for all renters, operators, passengers, and users of equipment provided by Ballard Kayak Expeditions LLC (for purposes of this entire Waiver and Release, the term "Ballard Kayak Expeditions" includes all owners, employees, contractors, guides, agents, representatives, servants, assigns, successors, insurers, and subsidiaries of Ballard Kayak Expeditions).

In consideration of Ballard Kayak Expeditions' furnishing services and/or equipment to enable me to participate in Ballard Kayak Expeditions' activities, I agree as follows:

I fully understand and acknowledge that: (a) outdoor recreational activities have inherent risks, dangers, and hazards and such exist in my use of kayaking or stand up paddleboard equipment and my participation in kayaking or stand up paddleboard activities; (b) my participation in such activities and/or use of such equipment or premises may result in injury or illness including, but not limited to: bodily injury, disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of Ballard Kayak Expeditions, the negligence of participants, the negligence of others, accidents, breaches of contract, forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision-making, weather, marine traffic, sea conditions and water level, risk of falling out of or drowning while in a kayak and such other risks, hazards and dangers that are integral to recreational activities and/or use of equipment.

By my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of Ballard Kayak Expeditions, or by any other person, including myself. I assume all risks and dangers and all responsibility for the actions of and any losses and/or damages caused by any and all pets involved with Ballard Kayak Expeditions' equipment or my participation in kayaking or stand up paddleboard activities. I also verify that I am in good health, am capable of pursuing the sport of kayaking and stand up paddle boarding and that my participation in this activity is voluntary. I agree to wear a properly secured USCG approved personal flotation device at all times while using kayaks or stand up paddleboards.

I understand that if am dissatisfied with the equipment or experience, I must inform Ballard Kayak Expeditions immediately in order to receive a refund. I waive all right to request a charge back or credit to my credit card, and will take up any dispute directly with Ballard Kayak Expeditions.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, discharge, hold harmless, defend and indemnify Ballard Kayak Expeditions from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of kayaking or stand up paddleboard equipment or premises or my participation in kayaking or stand up paddleboard activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have at the present time or in the future for the negligent acts or other conduct by Ballard Kayak Expeditions.

I have been provided sufficient time to review the Waiver and Release and to ask any questions associated with the Waiver and Release. By signing this Waiver and Release, I agree it is my intention to exempt and relieve Ballard Kayak Expeditions from liability for personal injury, property damage or wrongful death caused by negligence or any other cause.

_____ _____ _____
Participant's Signature Date Date of Birth

_____ ☐ Check this box if you prefer *not* to receive specials, schedule changes, and silly jokes!
Email Address

For Parents or Guardians of Participant of Minor Age

Under 18 at time of registration

This is to certify that I, as parent or guardian with legal responsibility for this participant, do consent and agree to this release as provided above, and for myself, my heirs and next of kin, I release and agree to indemnify and hold harmless Ballard Kayak Expeditions from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of Ballard Kayak Expeditions, as permitted by law.

_____ _____ _____
Signature of Parent or Guardian Date Emergency Contact Number