

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing.

This is a release of liability and waiver of certain legal rights. In consideration for my being permitted to participate in the activities of Alaska Sea Kayak Adventures, LLC dba Pangaea Adventures, I agree to the following Waiver and Release:

I acknowledge that sea kayaking, hiking, and rafting have inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE, WITHOUT LIMITATION:

1. Water hazards in boating and wading including hypothermia and drowning;
2. Injuries from hiking and climbing in rugged country which may be through rocky terrain, glacier ice and snow;
3. Injuries from kayaking, rafting, hiking, and climbing equipment and other participants;
4. Encounters with wildlife, animals, and insects;
5. Temperature extremes;
6. Inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury;
7. Loading and unloading from the motorboat, kayaks, rafts and vehicles or the transfer between the two;
8. Equipment used as an aid or safety measure while climbing, kayaking, rafting or hiking, including hardware or ropes that may fail or break.

I understand Alaska Sea Kayak Adventures, LLC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions and the equipment might malfunction.

I understand the risks, hazards, and dangers of kayaking, rafting, hiking and climbing and have had the opportunity to discuss them with Alaska Sea Kayak Adventures, LLC. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF ALASKA SEA KAYAK ADVENTURES, LLC WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH. I ALSO AGREE TO ALLOW ALASKA SEA KAYAK ADVENTURES, LLC TO PHOTOGRAPH ME AND USE MY IMAGE FOR MEDIA AND ADVERTISEMENT PURPOSES.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Alaska Sea Kayak Adventures, LLC, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of Alaska Sea Kayak Adventures, LLC or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue Alaska Sea Kayak Adventures, LLC as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of Alaska Sea Kayak Adventures, LLC.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

| | | |
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| Print Name | Signature | Date |
|------------|-----------|------|

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|-----------------|------|-------|-----|---------|
| Mailing Address | City | State | Zip | Country |
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| Phone Number | email address |
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DO YOU HAVE ANY PRE-EXISTING MEDICAL CONDITIONS WITHIN THE PAST 180 DAYS? NO YES

If yes, please list any past medical conditions you have had in the past 2 years _____

If under eighteen years of age, parent, guardian, or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the above minor being permitted by Alaska Sea Kayak Adventures, LLC dba Pangaea Adventures to participate in the activities of Alaska Sea Kayak Adventures, LLC dba Pangaea Adventures which include, without limitation, the use of its services and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Alaska Sea Kayak Adventures, LLC, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of Alaska Sea Kayak Adventures, LLC and his or her use of the property, if any, and facilities of Alaska Sea Kayak Adventures, LLC. I, for myself and on behalf of said minor, further agree not to sue Alaska Sea Kayak Adventures, LLC as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of Alaska Sea Kayak Adventures, LLC. I also allow Alaska Sea Kayak Adventures, LLC to photograph said minor and to use their image for media and advertisement purposes.

Date

Signature of Parent, Guardian or Custodian of Minor

Print Name of Minor