

ACKNOWLEDGEMENT OF RISKS, RULES, AND RELEASE

In consideration of the services of Channel Islands Outfitters Inc. dba Paddle Sports Center, their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "CIO") I (including my minor children hereinafter collectively referred to as "I") agree as follows:

Although CIO has taken reasonable steps to provide me with appropriate equipment and skilled guides (when applicable) so I can enjoy an activity for which I may not be skilled, CIO has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. CIO does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

THE RISKS:

These may include but are not limited to: serious personal injury, death or property loss from situations such as capsizing in/on a kayak or other paddle craft, collision with a boat, other paddle craft, docks, rocks, or beach. Other risks could include being trapped in a sea cave, hit by a wave, immersed in water, hypothermia, exposure to dangerous marine and terrestrial life, exposure to pollution, bacteria, abrasions from barnacle, mussels, and sharp volcanic rocks, and other unhealthful conditions. Other risks include transportation to and from activities in a motor vehicle, bicycle or various other means of transportation. I am aware that sea kayaking, stand-up paddle boarding, surfing, hiking, bicycling and snorkeling entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of CIO has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

WAIVER:

I accept full responsibility for my own safety and EXPRESSLY ASSUME ALL RISKS OF HARM, whether foreseen or unforeseen, and whether occurring while participating in CIO activities, or while sea kayaking, stand-up paddle boarding, surfing, hiking, and snorkeling anywhere, or at any time.

I hereby RELEASE and agree to INDEMNIFY AND HOLD HARMLESS CIO, its shareholders, officers, employees, agents, instructors, patrons and participants, equipment manufacturers, and insurers (hereinafter collectively referred to as "Parties Released"), from and against any liability, demand, claim or right of action for any damage or injury, including paralysis or death, to any person or property, even if such damage or personal injury results from the intentional or unintentional acts of CIO or other Parties Released, I further COVENANT NOT TO SUE or make any demand or claim against the Company or other Parties Released, for or by reason of any such damage or personal injury from my participation in the activities with CIO, or anywhere, at any time. I will pay all fees, damages, and costs, including attorney's fees, CIO or other Parties Released may incur in the enforcement of this agreement.

I understand that this RELEASE and INDEMNIFICATION is specific to me and any minor that is in my care. I understand that I AM NOT AUTHORIZED TO SHARE ANY EQUIPEMENT WITH ANY INDIVIDUAL WHO HAS NOT SIGNED THIS RELEASE. In the event that I do share or provide equipment of CIO to an individual who has not signed this RELEASE, that I shall also be responsible to INDEMNIFY AND HOLD

HARMLESS CIO from any demand, claim, right of action or suit that may be brought against CIO by any person who uses or attempts to use the equipment that I am renting, anywhere, at any time. I will pay all fees, damages and costs, including attorney's fees, CIO or other Parties Released may incur in the enforcement of this agreement.

PHOTO RELEASE:

I understand that the CIO reserves the right to take photographic or film records (of whatsoever nature) of any or all of its activities or trips and on behalf of myself and any of the minors for which I am responsible I hereby agree that CIO may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by CIO.

EQUIPMENT USE RULES:

1. I MUST know how to swim and be in good general health.
2. I must wear a USCG approved flotation device (PFD) whenever using any watercraft rented under this agreement and must follow all instructions given by CIO crew.
3. I will not ride waves or enter or exit the surf zone within 50 feet of other people. This could be dangerous to me as well as to others.
4. I will not use the watercraft until a demonstration of equipment use and self-rescue is given and understood.
5. I am aware that offshore winds (winds that blow from shore out to sea) and fog are potentially dangerous. I am advised to return to shore if these conditions arise.
6. I will not consume alcoholic beverages and/or illegal or controlled substances before or during the use of watercraft/equipment.
7. When paddling in a Harbor or Boat Channel I shall follow the Rules of the Road, keeping clear of all boats underway and staying to the sides of the main harbor channel and keeping a keen awareness of incoming and outgoing boat traffic at all times.
8. I will stay clear of fishing lines and be aware of obstacles both above and below the water.
9. Rental will be used for intended use only.
10. I (and minors herein) will be the only approved user(s) of the equipment.
11. I will follow all staff instructions.

If I am a PARENT or GUARDIAN of any minor person under 18 years of age participating in activities sponsored by CIO, I make these representations and agree to the terms of the VISITOR'S ACKNOWLEDGEMENT OF RISKS Agreement on behalf of each minor, as well as myself, and I agree to assume responsibility for their safety. I further agree to INDEMNIFY AND HOLD HARMLESS CIO, and the other parties released, from and against any demand, claim, right of action or suit that may be brought on behalf of any such minor arising from the activities with CIO, or anywhere, at any time. I will pay all fees, damages and costs, including attorney's fees, CIO or other parties released may incur in the enforcement of this agreement.

I am physically fit and know of no medical or health reason why I should not participate in this activity. I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

Name

Signature

Date

Child 1

Child 2