

**RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNIFICATION AGREEMENT  
BLUE OTTER OUTFITTERS**

**A. I have voluntarily chosen to participate in Blue Otter Outfitters (“BOO”) paddle sport activity and represent that I am competent, skilled and experienced enough to participate in the UNGUIDED KAYAKING or STAND UP PADDLE BOARDING activity, despite the risks listed below.**

**B. I UNDERSTAND THE FOLLOWING:**

1. THERE ARE INHERENT RISKS, DANGERS AND HAZARDS IN KAYAKING, PADDLE BOARDING, AND RELATED ACTIVITIES, WHICH PRESENT THE RISK OF SERIOUS OR FATAL INJURY.
2. Paddle Sports, including kayaking and paddle boarding, are inherently hazardous and may expose me to dangers and hazards, including but not limited to: vessel collisions, submerged hazards, tidal races and overfalls, open water crossings, hypothermia; unpredictable ocean, river or water currents; hostile or aggressive wildlife; inclement or dangerous weather conditions; lightning; natural hazards, such as falling trees or branches, rock or hill slides; drowning; death; total or partial paralysis; strains; falls; fractures; concussions, overexertion; overheating; illness; injuries from my lack of fitness or conditioning; equipment failures; negligence of BOO, BOO staff or of others. As a result of these inherent risks, I may be injured or disabled or could die from resulting injuries and my personal property could be damaged or lost.
3. Risks and dangers may be caused by the negligence of BOO, its owners or staff, other third parties or myself, accidents, breaches of contract, forces of nature, misjudgments, terrain, weather, trail or paddle route location, water level, falling out of or drowning while in or out of a kayak/stand up paddle board or other causes whether foreseeable or unforeseeable.
4. Medical attention, emergency services or hospital facilities, or communications to the same, may be unavailable or limited. BOO has no obligation and expressly does not assume the obligation to provide me with medical care at any time and I am solely liable for payment for any medical care, and/or emergency or evacuation services provided for my benefit.

**C. ASSUMPTION OF ALL INHERENT RISKS.** I agree that I have read this entire agreement, received and listened to BOO’s staff’s safety talk, including the precautions and recommendations, and am aware of and freely assume any and all inherent risks, dangers and hazards, whether disclosed or undisclosed, foreseeable or unforeseeable, including but not limited to any harm, injury or loss to me or to my property as a result of my participation in or transportation to or from the paddle sport activity, whether or not such harm, injury or loss was caused in whole or in part by the negligence or other conduct of BOO, its owners or staff, or any other person or third party, or me. I understand and agree that any and all BOO equipment that I use is at my own risk and is provided without warranty of its condition or suitability of dangers that may be encountered.

**D. RELEASE OF LIABILITY.** I specifically understand that I AM RELEASING, DISCHARGING AND WAIVING ANY AND ALL CLAIMS OR ACTION that I may have presently or in the future for the acts or other conduct, whether or not negligent, by BOO, its staff, its owners, directors or officers (the “Released Parties”), by me, or any other third party or person. Furthermore, it is my intention to release, exempt and relieve the Released Parties from any and all liability, causes of action, claims and demands that may arise in any way from any injury, death, loss, damage, or harm that may occur to me or to any other person or to any property regardless of any negligence on the Released Party’s part, except to the extent of any of the Released Party’s gross negligence, intentional or reckless misconduct or any other liabilities not permitted to be contractually excluded under Washington law. I agree to DEFEND, INDEMNIFY AND HOLD Released Parties HARMLESS from and against any and all claims, including claims for their or my negligence, as well as for any and all costs, claims, expenses or

**READ THIS ENTIRE DOCUMENT BEFORE SIGNING:  
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liabilities arising from my participation or conduct before, during or after kayaking or stand up paddle boarding, including but not limited to attorneys' fees and court costs. I agree not to sue or make a claim against the Released Parties for death, injuries, loss, or harm that may occur before, during, or after the kayaking or stand up paddle boarding activity.

**E. Duty to Follow Rules & Pay for Damages.** I agree to abide by all the rules and follow the guidelines that BOO's staff provided to me during the safety talk and I agree to listen carefully to the BOO staff and follow their instructions during the activity, whether or not we are on land or on water, or in or out of the equipment. Whenever I am on the water, I WILL AT ALL TIMES WEAR A LIFE VEST OR PERSONAL FLOTATION DEVICE. I agree that I will liable for and shall pay to BOO any and all cost for damage to BOO equipment arising from my misuse of the equipment or negligence.

**F. Governing Law and Venue.** This Agreement shall be construed according to Washington State law and Washington State King and Skagit County Superior Courts shall have exclusive jurisdiction. The prevailing party will be entitled to their attorneys' fees and costs.

**G. Use of Image & Likeness.** I understand that photos or videos may be taken of me while preparing for or engaging in the paddle sport activity. I knowingly WAIVE, to the fullest extent permitted by law, any and all rights of publicity or privacy and I pre-approve any of BOO's use of my likeness or name associated with such likeness, and grant to BOO, and its successors or assigns, unrestricted use, for any legal purpose, of such likeness to publish by any means and in any form or to copyright such likeness.

**H. Binding on my Estate and Representatives.** I voluntarily agree on behalf of my estate, heirs, representatives and assigns, that they will be obligated to adhere to, be bound by and enforce the terms of this agreement, including the release and indemnification terms, and they will waive, discharge, hold harmless, defend and indemnify the Released Parties from any and all claims or any cause of action, except to the extent not permitted to be contractually excluded under Washington law.

**I. Severability & Entire Agreement.** This is the entire agreement between the parties and cancels any prior agreements or understandings. If any term is determined invalid, illegal or unenforceable, the remaining terms shall be enforceable to the fullest extent permitted by law.

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*I, the undersigned, have informed myself of the contents of this entire agreement, including the Assumption of Risk, Waiver and Release of Liability terms, and agree I have voluntarily signed.*

Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship of Emergency Contact: \_\_\_\_\_

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

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**THE FOLLOWING ONLY TO BE FILLED OUT BY PARENT/LEGAL GUARDIAN  
IF ACCOMPANYING MINOR 18 OR UNDER**

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In consideration of the minor child being permitted to participate in the kayaking or stand up paddle boarding & related activity, I, as the parent/responsible adult of the minor, agree to all the Agreement's terms and RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES AND CLAIMS THAT MAY ARISE IN ANY WAY FROM INJURY, HARM, LOSS OR DEATH THAT MAY OCCUR TO THE MINOR, including but not limited to any claim arising from Released Parties' negligence, except to the extent of their gross negligence, intentional or wanton misconduct or any other liabilities not permitted to be contractually excluded under Washington law.

Printed Name of Legal Guardian: \_\_\_\_\_ Relationship to Minor: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_