

101 Surf Sports Release of Liability ADV 7/17

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of 101 Surf Sports equipment and my participation in kayaking, stand up paddle boarding, kite boarding, surfing, wind surfing, or any other activities; (b) my participation in such activities and/or use of such equipment 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 the owners, employees, officers or agents of 101 Surf Sports; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, safety issues, Bay, river and canal route locations, water level, risks of falling out of or drowning while in a kayak, on a stand up paddleboard, kite boarding, surfing, wind surfing and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor, or recreational environment; and (d) 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 causes in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of 101 Surf Sports, or by any other person. I also understand that my personal property may become damaged during the transportation, operation, and use of 101 Surf Sports equipment or services.

I, on behalf of myself, my personal representatives, and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify 101 Surf Sports and its owners, agents, officers, and employees 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 outdoor sporting equipment, rentals, or my participation in kayaking, stand up paddle boarding, surfing, wind surfing, kite boarding, or any other activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, or employees of 101 Surf Sports. The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which 101 Surf Sports or its agents is a party, shall be in the courts of Marin County, California. **I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY, AND BY SIGNING IT AGREE.** It is my intention to exempt and release 101 Surf Sports from liability for personal injury, property damage, or wrongful death caused by negligence or any other cause.

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____

If under 18, parent or legal guardian must sign below.

Print Name: _____ Signature: _____ Date: _____

Signing for: _____

Are you interested in joining 101 Surf Sports email newsletter? Add your name below to do so

Email address _____

Emergency Contact _____ # _____

Estimated time on the water today/Canal or Bay? _____

KAYAK AND SUP RENTAL POLICIES

- * **PFDs must be worn at all times; San Rafael Police Department will issue a ticket if not!**
 - * All rental customers are to stay within the rental limit which is defined and explained on a map as well as by the staff of 101 Surf Sports at the time of departure from our docks
 - * All unaccompanied minors will remain within the designated "Minors Area". All adults will remain on the dock or in direct line of site of all on the water minors at all times
 - * All kayak and SUP rentals are subject to the set hourly rate, each rental is an hour minimum
 - * Running on the dock, swimming in The Canal and horseplay are strictly prohibited
 - * Signed waiver, Credit Card, and a current photo ID are required for any rentals
 - * For evening as well as early morning or low visibility situations, proper lighting is required
 - * Dog PFD's are available or rental at an additional charge as well as for purchase and highly recommended.
- Personal pets are the sole responsibility of the pet owner
- * All rental customers must return the watercraft at least 15 minutes prior to closing time
 - * Any lost, stolen or damaged equipment will be subject to a replacement fee relative to each items full retail value as new
 - * Alcoholic beverages and or controlled substances are not allowed at any time
 - * All renters are to maintain a safe and respectable distance from any wildlife so as to not interrupt, change or modify their behavior in any way
 - * Any trash must be removed from the rental watercraft & disposed of or recycled by the participant
 - * Any landing and exiting of the watercraft must be done at designated docks or put in / take out spots Please respect all posted signage. *NO TRESPASSING ON TO PRIVATE DOCKS*
 - * All participants must sign Release of Liability prior to any activity, event or class and any children under the age of 18 must have a signed release of liability by their parent or legal guardian to participate in any event or activity thus releasing 101 Surf Sports and the ownership group, officers, agents and employees from liability
 - * Recreational and sit on top kayaks will be issued for all rentals unless you have taken and passed a Skills & Safety class that covers re-entry techniques or you can verbally demonstrate your proficiency in performing a solo re-entry
 - * Your time will start at the put in and your time will end at the take out
 - * Wind, strong tides, as well as regular maritime traffic can be our reasons for limiting the paddling area as we see fit in order to maintain your safety
 - * With respect to the Canal boat traffic, all renters are to adhere to the standard marine navigation rules and regulations, such as passing any oncoming watercraft far to the right hand side of the oncoming craft and in a single file line if with fellow kayakers or paddle boarders, thus ensuring safe and clear passage for all Canal users

101 Surf Sports would like to thank you for respecting our rules and guidelines.