

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

In consideration of my being allowed to participate in activities conducted by ELAKAH EXPEDITIONS LLC., its officers, directors, shareholders, employees, agents, volunteers, participants, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "ELAKAH"), I hereby agree to release and discharge ELAKAH, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge sea kayaking activities, including kayaking trips, entail known and inherent risks, as well as unknown/unanticipated risks which could result in serious physical or emotional injury, paralysis, death, drowning or damage to myself, third parties, and my own or others' property. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

These risks include but are not limited to the following: 1) weather conditions that may change quickly, including precipitation, wind, lightning, fog and excessive heat and sun; 2) water conditions that may change quickly, including waves, currents, tides, eddies, whirlpools and temperature; 3) surf conditions along shore areas; 4) overexertion, dehydration, hypothermia (being too cold) and hyperthermia (being too hot); 5) contact with aquatic and land animals, including insects, reptiles and wildlife, in the water or on land; 6) rocks or other debris falling from overhanging shore areas, falling trees or branches; 7) difficult terrain or walking conditions along the shore, including mud, rocks and steep slopes and marine life such as barnacles and sea urchins; 8) injury to a participant's finger, hand, arm, torso or head due to striking parts of kayak or being struck by other objects while in the kayak; 9) salt sores or accidental ingestion of salt water; 10) entrapment or being crushed while in a kayak; 11) personal injury or property damage to (or loss of) my equipment or property owned by others (including Elakah) due to collision with motorized (including fishing vessels and nets) or non-motorized boats (including other kayaks, paddles and equipment) and their wakes, and with natural or man-made objects in the water such as trees and rocks or reefs, piers, buoys, driftwood and other debris, or due to salt water immersion; 12) muscular or skeletal injury, dislocation or strain due to physical exertion especially in the wrist, shoulder and back, including knee injuries while getting into or out of a kayak, rotator cuff or shoulder injuries incurred during bracing or similar activities, as well as tendinitis or other repetitive strain injuries; 13) improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; 14) my own physical condition and my own acts or omissions, including my level of kayaking experience and expertise; 15) exposure to polluted or contaminated water; 16) the consumption of tainted food or drink during the trip; 17) falling, capsizing or being flipped into the water (either intentionally or unintentionally), including when entering or exiting kayaks; 18) my own and other participants' attempts to exceed kayaking skills and/or kayaking in a reckless manner; 19) my own failure or that of other participants to follow Elakah's safety guidelines and instructions of guides, including always wearing shoes and a personal flotation device; 20) my own and others' improper use of equipment; 21) inadequate repair or maintenance of Elakah's equipment; 22) manufacturing or other defects, both apparent and latent, in the equipment supplied or used by Elakah; 23) vehicular or pedestrian accident while being transported or walking to or from activity sites; and 24) error or negligence on the part of Elakah and its guides including inadequate instruction or assistance.

Furthermore, Elakah's guides have difficult jobs to perform. They seek safety, but they are not infallible. They might not be aware of a participant's fitness or abilities. They might misjudge the weather, elements or water conditions. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Elakah from any and all claims, demands or causes of action, which are in any way connected with my participation in this activity or use of Elakah's equipment or facilities, including any such claims which allege negligent acts or omissions of Elakah.

4. Should Elakah or anyone acting on behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I agree that substantive Washington law (and not only conflict of law rules) rather than the law of any other state or jurisdiction shall be applied to any legal action involving the interpretation, validity and/or enforceability of this agreement, and that any legal action resulting from my participation in this activity shall be brought only in Whatcom County, Washington, in the event that any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain a full force and effort.

5. I certify that I have insurance to cover injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety to this activity, or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly or indirectly, by such conditions.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Elakah on the basis of any claim from which I have released in herein. I have had sufficient opportunity to read this entire document. I HAVE READ AND UNDERSTAND THE PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant: _____ Print Name: _____

Signature of Parent/Guardian: _____ Print Name: _____

Address: _____

Participant's
Age: _____ Telephone: _____ Email: _____ Date: _____