

Liability Release (Water sports)

Participant Assumption of Risk & Indemnity Agreement (read carefully)

In consideration of the services of Great Basin Sports, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf, The State Of Nevada & all of its Departments, Douglas County & all of its Departments & Employees, The State of California & all of its Departments, The National Forest Service, The BLM, The Bureau of Reclamation, The Los Angeles Water Dept, The Paiute Indian Nation (hereinafter collectively known as "GBSCo", ***I hereby agree to release and discharge GBSCo***, on behalf of myself, my children, my parents, my heirs, assign, personal representatives and estate as follows:

1. I acknowledge that **ALL Water sport activities** entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: boat capsize, adverse conditions and currents; travel in remote areas, collision with objects or other watercraft, prolonged exposure to cold water, hypothermia, accidental drowning, mental anguish or trauma, illness in remote areas; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lightning; aggressive and/or poisonous wildlife; wrist, arm, shoulder or back injuries; slips and falls while hiking; and rapidly changing adverse weather and water conditions; and damage or loss of property. Furthermore, GBSCo guides have difficult jobs to perform. They are very safety conscience, but they are not infallible. They might be ignorant of a participant's wellness or abilities. They might misjudge the weather, the elements, or the terrain. 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 GBSCo from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of GBSCo equipment or facilities, including any such claims which allege negligent acts or omissions of GBSCo.

4. Should GBSCo or anyone acting on their 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.

5. ***I certify that I have adequate insurance to cover any 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 in this activity, or else I am willing to assume - and bear the costs of all risks that may be created, directly or indirectly, Av any such condition.***

6. In the event that I file a lawsuit against GBSCo. I agree to do so solely in the state of Nevada, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

7. 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 GBSCo on the basis of any claim from which I have released them herein

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ **DATE** _____

Print Name _____

Address _____

Phone _____ **E-Mail** _____

**Parent's or Guardian's Additional Indemnification
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minors name) "Minor" being permitted by GBSCo to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless GBSCo from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ **Print Name** _____ **Date** _____