

San Diego Bike & Kayak Tours, Inc.

Assumption of Risk, Release, Waiver of Liability and Indemnity Agreement

1. Acknowledgement and Assumption of Risks: I acknowledge that the activities of kayaking, snorkeling, and boogie boarding involve certain inherent risks that are associated with the activities and the ocean. These risks include but are not limited to the following: (1) unpredictable and changing ocean conditions, tidal currents, wave action and ships' wakes; (2) collision with other kayaks, my own kayak if I capsize, other water craft and other objects such rocks and reefs; (3) exposure to extreme sun and inclement weather; (4) hypothermia and drowning; (5) potentially harmful marine life that may bite or inject venom, including but not limited to stingrays and jellyfish; and (6) fatigue, chill and dizziness, any of which may diminish my reaction time and ability to perform activities safely; (7) equipment failure and/or operator error. I understand that these risks may result in **serious injury or death**, and that no amount of care, caution, instruction or expertise can eliminate this inherent danger. I agree and promise to accept and assume full responsibility for all of the known and unknown risks referenced above, including the risks of serious injury or death. My participation in this activity is voluntary, and I elect to participate in spite of the known and unknown risks. (Initials _____)

1(b). Acknowledgement of Bicycling Risks: I acknowledge that the activity of bicycling involves certain inherent risks. These risks include but are not limited to the following: (1) collision with traffic, other bicycles, parked vehicles, pedestrians; (2) exposure to extreme sun, inclement weather and slick roads; (3) potholes, debris and other road hazards; (4) equipment failure and operator error; and (5) fatigue, lack of balance and dizziness, any of which may diminish my reaction time and ability to perform these activities safely. I understand that these risks may result in serious injury or death, and that no amount of care, caution, instruction or expertise can eliminate this inherent danger. (Initials _____)

2. Assumption of Risk: I agree and promise to accept and assume full responsibility for all of the known and unknown risks referenced above, including the risks of serious injury or death. My participation in these activities is voluntary, and I elect to participate in spite of the risks. (Initials _____)

3. Representation of Fitness: I am physically fit and do not have any medical condition that would limit or inhibit my ability to engage in this activity. If I have any medical condition that may affect my abilities, including but not limited to pregnancy, heart conditions, asthma, diabetes or hypoglycemia, I have discussed my condition with San Diego Bike & Kayak Tours, Inc. and have taken all necessary steps to ensure that my condition will not affect my safety or the safety of others during this activity. I am not under the influence of alcohol or drugs. I am capable of performing this activity, am able to swim and am comfortable being in the open ocean. I agree to cease my participation in this activity immediately if I feel I am not capable of continuing. (Initials _____)

4. Release and Waiver of Liability: In consideration for being permitted to participate in this activity, I, for myself, my heirs, representatives and assigns, do hereby **release, waive, discharge and covenant not to sue** the City of San Diego, San Diego Bike & Kayak Tours, Inc. and/or their owners, officers, employees, representatives and agents from and for all liability for any loss or damage, and any claim or demand therefore on account of injury to person, death or property damage, whether caused by negligence or otherwise, which are in any way related to my participation in this activity or my use of equipment, facilities or services provided by San Diego Bike & Kayak Tours, Inc. (Initials _____)

5. Indemnity: In consideration for being permitted to participate in this activity, I further agree to **indemnify and hold harmless** the City of San Diego, San Diego Bike & Kayak Tours, Inc. and their owners, officers, employees, representatives and agents and each of them from any and all liabilities or claims made by other individuals resulting from or related to my participation in this activity and to reimburse them for any and all damages, claims, liabilities costs and expenses, including attorney's fees and other litigation or pre-litigation expenses. (Initials _____)

6. Agreement to Follow Rules: I agree to follow all rules of San Diego Bike & Kayak Tours, Inc. while participating in this activity, as set forth on "Attachment A" hereto. I understand that it is my responsibility to follow these rules without being reminded or told to do so, and that any failure on my part to follow these rules may increase the risk of serious injury or death. (Initials _____)

6(b). Agreement to Follow Helmet Requirements: I understand that helmets are required for the duration of bike tours, bike rentals, and/or kayak tours. I understand that by refusing to accept or wear the helmet I have been offered, I may be endangering myself or exposing myself to unnecessary injuries and/or death. I understand that if I elect not to wear a helmet, I am doing so in spite of the serious risks of injury and/or death, and despite the recommendations of San Diego Bike and Kayak, Inc. (Initials _____)

7. Authorization of Medical Treatment: I hereby authorize any medical treatment deemed necessary in the event of any injuries while participating in the activities. I either have appropriate insurance or, in its absence, agree to pay for all costs of rescue, emergency and medical services that may be incurred on my behalf, even if I am not in fact injured or in need of such services. In the event San Diego Bike & Kayak Tours, Inc. incurs such costs on my behalf, I agree to provide reimbursement for such costs. (Initials _____)

8. Governing Law and Severability: I further agree that this Assumption of Risk, Release, Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held to be invalid or unenforceable, that the remainder of this agreement shall, notwithstanding, continue in full legal force and effect. (Initials _____)

9. Photo and Video Release: I authorize San Diego Bike & Kayak Tours, Inc. to use any photographs or video taken of me during my participation in this activity for reproduction, sale, advertising or other display without any compensation to me. (Initials _____)

10. Parent or Legal Guardian of Minor Child [When Applicable]: I am the parent or legal guardian of the children or minors named

_____, DOB: _____, _____, DOB: _____, _____, DOB: _____,

_____, DOB: _____, _____, DOB: _____, _____, DOB: _____,

and, as such, I am authorized to enter into this agreement. I agree that the minor child and I are bound by and subject to the terms of this agreement. I further agree to **indemnify and hold harmless** the City of San Diego, San Diego Bike & Kayak Tours, Inc. and their owners, officers, employees and agents and each of them from any and all liabilities or claims made on behalf of the minor child that are in any way related to the minor child's participation in this activity and to reimburse them for any and all damages, claims, liabilities costs and expenses, including attorney's fees and other litigation or pre-litigation expenses. (Initials _____)

10. Acknowledgement of Understanding: I have read this Agreement. No other oral representations, statements or inducement have been made to me. I understand that I am giving up substantial legal rights, including my right to sue. I am signing this agreement voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Print Name: _____ Signature: _____ Date: _____

Address: _____ State: _____ Zip: _____ Phone : _____ DOB : _____

For Company Use Below:

GROUP NAME: _____ **Time:** _____ **Item:** _____

Tour Rental Delivery Walk-in Reservation 3rd Party

San Diego Bike & Kayak Tours, Inc.
Assumption of Risk, Release, Waiver of Liability and Indemnity Agreement

All sales are final. No refunds will be issued after sale for any reason.
We reserve the right to terminate purchased services if deemed necessary, and no refund will be issued.

Read The Following Rules Below

Attachment A: Biking, Kayaking and Snorkeling Rules

1. While on a bicycle, a helmet must be worn at all times. By law, all minors under age 18 are required to wear a helmet.
2. Do not consume or transport alcoholic beverages or illegal/controlled substances.
3. Follow all instructions of San Diego Bike & Kayak Tours, Inc. personnel, including any decision to limit or terminate an activity due to weather, physical capabilities or skill level of a participant, medical necessities or any other reason.
4. No refund will be given if a participant decides to leave a tour or rental early due to fatigue, inability to handle the bicycle or any other reason, even if a guide determines that a participant lacks the physical capability or skill to participate in some or all of the activity.
5. Bicycles are not allowed on the beach, in the sand, at any time. Cleaning fees will be charged.
6. Any damage to or losses of equipment during a rental or tour will be charged to the participant. Any equipment not returned will be charged at new replacement costs.
7. All costs for cleaning, repair or replacement of equipment will be charged to the credit card used for payment or deposit unless the participant provides an alternate method of payment. The participant's signature on this agreement authorizes such credit card charges for cleaning, repair or replacement of equipment.
8. Locks are available for bike rentals; however, San Diego Bike & Kayak, Inc. does NOT endorse locking up bikes out of sight for long periods of time. Bike theft in San Diego is common! Bike locks are meant only for quick breaks, not as a long term safety measure. Do not lock up the bike overnight under any circumstances and only lock the bike up by the frame (not the wheel) somewhere where it is within your visual sight for a short time!
9. I hereby authorize San Diego Bike and Kayak Tours, Inc. to charge my credit card account for rental equipment or service fees in addition to any shipping and/or taxes, if applicable. I also authorize San Diego Bike and Kayak Tours, Inc. to charge my credit card for all and any needed repairs, cleaning fees, or replacement fees for the equipment that I have rented.
10. While on or in the ocean, a fastened United States Coast Guard approved personal floatation device (lifejacket) must be worn at all times.
11. When entering and exiting the ocean, paddle between the white buoys. Enter and exit the ocean one kayak at a time to avoid collisions. Kayak surfing is not allowed in the launch area at any time. After exiting, place kayaks at least 20 yards from the water line so that lifeguard vehicles can move freely. Bring all other rental equipment back to the store. Do not dock or leave kayaks on rocky areas.
12. When kayaking, do not leave the designated area of operation. Do not enter La Jolla Cove or travel south of La Jolla Cove. Areas south of La Jolla Cove are extremely dangerous.
13. When kayaking, stay at least 50 feet away from cliffs, exposed reefs and rocks. Stay at least 150 yards west of Devil's Slide as this area has large rocks and breaking waves. Do not enter the swim lanes or designated swimming and surf areas. Do not enter property of the La Jolla Beach & Tennis Club.
14. When kayaking, do not enter caves unless you are on a tour provided by San Diego Bike & Kayak Tours, Inc. and instructed to do so by a tour guide. Entering a cave without a tour guide will result in a fine of \$300.00 per kayak.
15. Do not stand in or on any kayak, bicycle or any other equipment, or fixture owned by San Diego Bike and Kayak, Inc.
16. When kayaking, return to shore at the first sign of bad weather.
17. While on a bicycle or in a kayak, a helmet must be worn at all times.
18. Do not consume or transport alcoholic beverages or illegal/controlled substances.
19. Follow all instructions of San Diego Bike & Kayak Tours, Inc. personnel, including any decision to limit or terminate an activity due to weather, physical capabilities or skill level of a participant, medical necessities or any other reason.
20. No refund will be given if a participant decides to leave a tour early due to fatigue, sea sickness, inability to handle the kayak or bicycle, or for any other reason. No refund will be given if a tour guide determines that a participant lacks the physical capability or skill to enter a cave or otherwise participate in some or all of a tour.
21. Any damage to or losses of equipment during a rental or tour will be charged to the participant. Any equipment not returned will be charged at new replacement costs. All costs for repair or replacement of equipment will be charged to the credit card used for payment or deposit unless the participant provides an alternate method of payment. The participant's signature on this agreement authorizes such credit card charges for repair or replacement of equipment.

Ask for more info!
(Includes a free 2 GB SD card!)



CAMERA RENTAL PACKAGE: Includes a digital waterproof camera good for up to 2GB of photos and video. Camera rental period is two hours. A full day camera rental is \$60.00

EMAIL: _____ **\$30.00 per camera** _____

For Company Use Below:

PASSPORT INFORMATION