

# HUKI Outrigger Canoe and Surfski User Release and Assumption of Risk

In consideration of the goods and services of HUKI Outriggers, Surfskis and SUP Company, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (herein collectively referred to as "HUKI"), I hereby agree to release, indemnify, and discharge HUKI on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that my participation in paddling and outrigger canoe, kayak, surfski, SUP or surfboard entails both known and unanticipated risks that 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 sport.\_\_\_\_ **initial**

The risks include, among other things: boat capsizes; tidal conditions and currents; travel in remote areas; collision with objects or other watercraft; prolonged exposure to hot or cold adverse weather, cold adverse water conditions, strong winds, strong currents, eddies, rip tides, large waves, rogue waves, whirlpools, lightning, hypothermia, accidental drowning, dangerous and/or poisonous marine life, micro organism infection, dangerous and deadly debris; wrist, arm, shoulder and/or back injuries; slips, falls, internal organ, neck, face, eye and head injuries.\_\_\_\_ **initial**

Furthermore, HUKI has a difficult job to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, the equipment, or the terrain. They may give inadequate warnings or instructions, and the equipment being new or used, may malfunction.\_\_\_\_ **initial**

2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of all risks.\_\_\_\_ **initial**
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HUKI from any and all claims, demands, or cause of action, which are in any way connected with my participation in this activity or my use of HUKI equipment or facilities, including all such claims which allege negligent acts or omissions of HUKI.\_\_\_\_ **initial**
4. Should HUKI 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.\_\_\_\_ **initial**
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 or such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.\_\_\_\_ **initial**
6. In the event that I file a lawsuit against HUKI, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in the 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 portions shall remain in full force and effect.\_\_\_\_ **initial**
7. I agree that while using a HUKI product and/or service I will not allow any third party to share my rights of usage. I acknowledge that any third party must sign their own release and assumption or risk individually with HUKI before their specific use can be authorized.\_\_\_\_ **initial**
8. I agree to wear a Coast Guard approved PFD(Personal Floatation Device) while participating.\_\_\_\_ **initial**

By signing this document, I acknowledge that if anyone is hurt or if property is damaged during my usage or possession of any HUKI product or service, I may be found by a court of law to have waived my right to maintain a lawsuit against HUKI on the basis of any claim from which I have released them herein.\_\_\_\_ **initial**

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

**Signature of User:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_ **Email:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State/Zip:** \_\_\_\_\_  
**Emergency Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

## **PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**

(must be completed by users of HUKI products and services under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name)("Minor") is being permitted to use HUKI products and services. I further agree to indemnify and hold harmless HUKI from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with the use of a HUKI product or service by a minor.

**Signature of Parent or Guardian:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_