

Smith River Kayak Tour Program
VISITOR'S ACKNOWLEDGEMENT OF RISK

In consideration of the services of the California Department of Parks and Recreation and the National Park Service, their employees, partners, and all other persons or entities associated with those agencies (hereinafter collectively referred to as "Redwood National and State Parks"), I _____ agree as follows:

PRINTED NAME

Although Redwood National and State Parks has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, Redwood National and State Parks has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. Redwood National and State Parks does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

- Access trails, gravel bars, river bottoms, paved roads and parking areas, and other areas may be slippery, especially when wet. I might slip and fall. Kayaks, too, are slippery when wet. Accidents can occur getting in and out of kayaks.
- I understand that I may be hiking and moving on and over terrain, including the shoreline, the premises of Redwood National and State Parks and others, and elsewhere, which may be steep and/or unstable where rocks, trees, and other objects may fall, and man-made and natural structures may fail.
- I am aware that I may encounter fast, deep, cold water that is subject to rapid change. Watercraft may overturn, swamp, or sink and/or I may unintentionally fall overboard and become separated from the craft; feet and other parts of the body may become entrapped in or under rocks and other objects; swimming in unfamiliar and/or unpredictable surroundings may cause drowning; I may strike or be struck by objects, other watercraft, and other persons, in and outside of the watercraft; objects which may be encountered in and out of the water, and which may not be obvious, include debris, trees, rocks, boulders, dams, bridges, and other hazards.
- Exposure to the natural elements can be uncomfortable and/or harmful. I am aware that this exposure could cause severe sunburn, dehydration, hypothermia, hyponatremia, heat stroke, and heat exhaustion. Exposure to insects, wild animals, and poisonous plants can likewise be uncomfortable or harmful. I am aware that this exposure may result in insect bites, or bites from mammals or other fauna.
- I understand that motor vehicle travel to put-ins and take-outs on the river—whether in a personally owned vehicle, carpool vehicle, government vehicle, or commercial shuttle/bus/taxi service—exposes me to the risks and dangers generally associated with automobile operation and travel.
- I understand that walking through parking lots, along campground access roads, and across major highways exposes me to the risks and dangers generally associated with pedestrians among motor vehicle traffic.
- I understand that I will be on a watercraft for several hours and will not have immediate access to medical facilities; activities may take place in remote places, significantly delaying emergency medical care and evacuation.
- I understand that misuse or manufacturing defects may lead to equipment failure in remote area.
- I understand that while Redwood National and State park staff seek safety, they are not infallible and have a difficult job to perform. They might be unaware of my fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions.

I am aware that kayaking the Smith River entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities, and that I have responsibilities as a participant. I acknowledge that the staff of Redwood National and State Parks has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and, as a result of my negligence in participating in this activity.

I have carefully read, clearly understand and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

SIGNATURE (REQUIRED FOR PARTICIPATION)

DATE

SIGNATURE OF PARENT OR GUARDIAN, IF PARTICIPANT IS UNDER 18 YEARS OF AGE

DATE