



RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNIFICATION AGREEMENT

In consideration of the services of H2O Excursions, LLC, its agents, owners, officers, volunteers, participants, sister or subsidiary corporations, employees, sales agents, subcontractors and all other persons or entities acting in any capacity on their behalf (hereinafter collectively "H2O Excursions"). I hereby agree that I, being at least 18 years old, accept these terms and conditions on behalf of myself and, if applicable as a result of my purchase of rental equipment, on behalf of all minors in my care, custody or control (hereinafter referred to as "Minors") and/or other adult; for myself, my successors, next of kin, heirs, assigns, estate, executors, and administrators as follows:

1. Inherent Risks: I acknowledge that there are inherent risks in an activity such as kayaking, stand-up paddleboarding, hydrobiking, boating, tubing, boat chartering and related activities (hereinafter collectively the Activity/Activities). These risks, both known and unanticipated, could result in physical or emotional injury, 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.

I acknowledge I fully understand that failing to use or properly use safety equipment increases my risk of injury or death while kayaking, stand-up paddleboarding, hydrobiking, boating, tubing, boat chartering and related activities. The inherent risks associated with the activity in which I am about to participate include, but are not limited to: vessel collisions; capsizes; equipment failure; drowning or other causes of death; contact with submerged or surface hazards; encountering tidal currents and unpredictable Delta water conditions; lightning; dangerous weather events; temperature; open water crossings; natural hazards; lack of hydration; other watercraft (motorized or non-motorized); encountering dangerous or aggressive wildlife or insects; strains; falls; fractures; concussions; accidents involving other participants or staff, total or partial paralysis.

I acknowledge it is possible that I could be injured if I come in contact with kayaks, paddleboards, paddles, boats, or other equipment necessary to the operation of the activity; the kayaking, stand-up paddleboarding, hydrobiking, boating, tubing, boat charter may break down; it is possible that loss of control of the kayak, paddleboard, hydrobike, boat, boat charter, or tube could occur resulting in collision or capsizing or sinking causing me to enter the water; while in the water I may become disoriented, panicked and/or experience trauma; I can slip or fall getting to and from the kayak, paddleboard, hydrobike, boat, boat charter, or tube. Accidents can occur getting into and out of the kayak, paddleboard, hydrobike, boat, boat charter, or tube; exposure to the natural elements could cause sunburn, dehydration, or heat related illness; I understand that prolonged exposure to cold water can result in "cold water immersion" syndrome or "cold shock," hypothermia and in extreme cases death; communication on the water in which this activity occurs is sometimes difficult and in the event of an accident, rescue and medical treatment may not be immediately available.

I acknowledge it is possible that I could contract an illness or disease from food-borne, airborne, water-borne or surface pathogens including but not limited to COVID-19 and subsequent mutations and strains, which, while they seem open and obvious, also have inherent risks associated with them. Pathogens could be transmitted from other participants, third-parties, H2O Excursions staff, or unknown sources. Such exposure or infection may result in personal injury, illness, permanent disability, and death. I agree that if I have a fever, cough, feel short of breath, have any other symptoms, have knowingly been exposed to a communicable disease such as COVID-19 or have traveled to or from a highly impacted area, I will not participate in an activity for at least two weeks after exposure or symptoms have subsided or I have returned from a highly impacted area.

I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in H2O Excursions events/activities and I assume the risks and hazards associated with the event/activities whether known or unknown.

2. EXPRESS ASSUMPTION OF ALL INHERENT RISKS: As lawful consideration for being allowed to participate in activities offered by H2O Excursions, I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume all the risks existing in this activity. My/our participation in this activity is purely voluntary, and I/we elect to participate in spite of the risks. I/we expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of our own free will.

3. RELEASE OF LIABILITY. I specifically understand that I AM RELEASING, DISCHARGING AND WAIVING ANY AND ALL CLAIMS OR ACTION that I may have presently or in the future for the acts or other conduct, whether or not negligent, by H2O Excursions, Village West Marina, LLC, jointly and severally, its agents, owners, officers, volunteers, participants, sister or subsidiary corporations, employees, sales agents, subcontractors and all other persons or entities acting in any capacity on their behalf (the "Released Parties"), by me, or any other third party or person.

I agree to forever release, exempt and relieve the Released Parties from any and all liability, causes of action, claims and demands that may arise in any way from any injury, death, loss, damage, or harm that may occur to me or to any other person or to any property regardless of any negligence on the Released Parties' part, except to the extent of any of the Released Parties' gross negligence, intentional or reckless misconduct or any other liabilities not permitted to be contractually excluded under California law.

I Assume any and all risks of personal injuries to myself, including medical or hospital bills, permanent or partial disability, death, and damage to my property, caused by or arising from my participation in the Activity;

I agree to DEFEND, INDEMNIFY AND HOLD Released Parties HARMLESS from and against any and all claims, including claims for their or my negligence, as well as for any and all costs, claims, expenses or liabilities arising from my participation or conduct before, during or after, including but not limited to attorneys' fees and court costs. I agree not to sue or make a claim against the Released Parties for death, injuries, loss, or harm that may occur before, during, or after my participation in the Activity.

4. Duty to Follow Rules and Pay for Damages. I agree to abide by all the rules and follow the guidelines that H2O Excursions staff provided to me during the safety talk and I agree to listen carefully to the H2O Excursions staff and follow their instructions during the activity, whether or not we are on land or on water, or in or out of the equipment.

I Agree to wear my personal flotation device at all times while participating in the Activity and understand that although I may be wearing my personal flotation device, a personal flotation device cannot guarantee the safety of participants. I agree that while on a charter or renting a boat, children under the age of 13 must wear a personal floatation device at all times.

I Agree to compensate H2O Excursions for any excessively dirty, lost, or damaged equipment that I may cause; up to but not exceeding retail cost of equipment. I agree and understand that if I make a mess that require additional cleaning, I will be billed for repairs and/or additional cleaning fees of at least \$100, depending on the required repairs/cleaning (i.e. upholstery tears, carpet stains, bodily fluids). I further understand the equipment and activities are smoke-free / drug-free.

I Agree that prior to participation in the Activity, I will inspect the facilities, equipment, and areas to be used, and if I believe any of them are unsafe, I will immediately advise the person supervising the Activity, facility, or area.

I understand that H2O Excursions enforces a No Smoking & No Alcohol policy while operating company equipment.

5. Health Certification. I Certify and represent that I am in good health and have no physical condition that would prevent me from participating in the Activity and that I have sufficiently prepared for participation in this Activity and have not been otherwise advised against participation by qualified medical personnel. I agree that it is my sole responsibility to determine whether I am sufficiently fit, healthy enough, and could swim enough to participate in the Activity.

6. Governing Law and Venue. This Agreement shall be construed according to California State law and San Joaquin County Superior Courts shall have exclusive jurisdiction. The prevailing party will be entitled to their attorneys' fees and costs.

7. Use of Images & Likeness. I understand that photos or videos may be taken of me while preparing for or engaging in the activity. I knowingly WAIVE, to the fullest extent permitted by law, any and all rights of publicity or privacy and I pre-approve any of H2O Excursions use of my likeness or name associated with such likeness, and grant to H2O Excursions, and its successors or assigns, unrestricted use, for any legal purpose, of such likeness to publish by any means and in any form or to copyright such likeness.

8. Binding on my Estate and Representatives. I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, heirs, estate and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns), acknowledge that I have signed this Agreement without any inducement, assurance, or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement.

9. Severability & Entire Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I/WE AGREE TO BE BOUND BY ITS TERMS.

Participant Signature: _____ Participant Printed Name: _____

Participant Address (Number, Street) : _____

City: _____ State: _____ Zip/Postal Code: _____ Country _____

Participant Phone (xxx-xxx-xxxx): _____ Participant Date of Birth (MM/DD/YY): _____

Emergency Contact Name: _____ Emergency Contact Phone (xxx-xxx-xxxx): _____

Email Address: _____ Today's Date: _____

Parents or Guardians Additional Signature (Must be completed for participants under 18 years of age)

In consideration of the minor child being permitted to participate in kayaking, stand-up paddleboarding, hydrobiking, boating, tubing, boat chartering and related activities, I, as the parent/responsible adult guardian of the minor, agree to all the Agreement's terms and RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES AND CLAIMS THAT MAY ARISE IN ANY WAY FROM INJURY, HARM, LOSS OR DEATH THAT MAY OCCUR TO THE MINOR, including but not limited to any claim arising from Released Parties' negligence, except to the extent of their gross negligence, intentional or wanton misconduct or any other liabilities not permitted to be contractually excluded under California law. I agree to be fully responsible for any medical expenses incurred by the minor child as a result of the minor child's participation in the activity.

Legal Guardian Signature: _____ Legal Guardian Printed Name: _____

Minor's Name: _____

Minor's Address (Number, Street): _____

City: _____ State: _____ Zip/Postal Code: _____ Country _____

Legal Guardian Phone (xxx-xxx-xxxx): _____ Minor's Date of Birth (MM/DD/YY): _____

Legal Guardian's email address: _____

Legal Guardian's Relationship to Minor: _____ Today's Date: _____