



Sea Kayak Program Instructions for Health and Liability Forms

Following this page are two forms that must be completed by all participants, including any agency staff. The first is a Health Form and the second is a Liability Release. Please remember the following guidelines when filling out these forms:

- Separate forms are required for each participant. Participants in the same family or household cannot use the same forms.
- Please complete these forms using blue or black ink.
- **It is very important that both forms are filled out completely. Please do not leave any field blank unless the question does not apply to you. Participants will only be allowed to participate if they have forms that are completely filled out.**
- For participants under the age of 18, both forms must be signed by a parent or guardian.
- For this trip, please send (via email, fax, or post) your forms to the ETC office at least **one month** before your trip start date.
- If you have any questions or concerns about a medical condition or your ability to participate on an ETC trip, please do not hesitate to contact the Sea Kayak Program Manager at 415-474-7662 x13 or at kayak@etctrips.org in advance of the trip date.
- Spanish versions and accessible type-friendly PDF versions of these forms are available upon request.

Thank you very much for your assistance!

Agency/Group Name: _____ Trip Date: _____

Type of Trip: Sea Kayaking Cross-Country Skiing Whitewater Rafting

Environmental Traveling Companions Health Form

Name (please print) _____

Address _____ City _____ State _____ Zip _____

Contact Phone _____ E-Mail Address _____

Occupation _____ Employer _____

Birth Date _____ Age _____ Sex _____ Height _____ Weight _____

Parent/Guardian _____ Phone _____

Address _____ City _____ State _____ Zip _____

Your Medical Insurance Co. _____ Policy # _____

Emergency Contact Person _____ Relationship _____

Emergency Contact Day Phone _____ Emergency Contact Alternate Phone Number _____

Specific Disability (if any) _____

Medication:

Name of Medication	Dosage	Schedule	Reason for Medication

Dietary Restrictions _____

Please indicate if you currently have or previously had any of the following conditions. For any "YES" responses, please provide specific details on the right side of this section:

1. NO YES Any problems with vision or hearing? Do you require glasses, hearing aid?
2. NO YES Problems with teeth - use of dentures, bridge or braces?
3. NO YES Dizzy spells, fainting, convulsions, persistent headaches?
4. NO YES Asthma or respiratory problems?
5. NO YES Palpitation of the heart, irregular heartbeat, heart murmurs?
6. NO YES Jaundice or hepatitis?
7. NO YES Broken bones, joint dislocations, serious sprains?
8. NO YES Any severe injury to head, chest, or internal organs?
9. NO YES Allergies to any specific drugs, foods, insect bites, bees? Please list: _____
10. NO YES History of diabetes, thyroid trouble, heart disease?
11. NO YES Other significant medical or neurologic disorders?
12. NO YES Do you smoke?
13. NO YES Any special accommodations for toileting?

By checking this box, I agree that I have reviewed ETC's Essential Eligibility Criteria for Participation and feel that I meet these criteria.

I hereby acknowledge ETC to administer First Aid and/or emergency medical treatment and/or secure such medical services that may be necessary for myself or any minor on whose behalf I am signing. I realize that any emergency or medication that may become necessary are the sole responsibility of the participant.

By signing this release I agree that I have read it carefully, agree with its terms, and I sign it of my own free will.

Your Signature _____ Date _____

(Signature of participant or parent or guardian if participant is under 18)

Name (please print) _____

Please check here if you do not want your photo used in ETC publications or outreach.

For more information, please contact the Sea Kayak Program Manager at 415-474-7662 ext. 13 or kayak@etctrips.org

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Environmental Traveling Companions, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ETC"), I hereby agree to release, indemnify, and discharge ETC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that hiking, camping, backpacking, river rafting, and sea kayaking entails 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 activity.

The risks include, among other things: slipping and falling; falling objects; travel in remote areas; water hazards; accidental drowning; exhaustion; exposure to temperature and weather extremes which could cause cold shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and/or poisonous marine life; large waves; whitewater rapids will be encountered and I can be jolted, jarred, bounce, and shaken about during rides through some of these rapids; rafts could turn over or I could be "washed" overboard resulting in having to swim rapids risking collision with rocks and entanglement in trees; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; equipment failure; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity.

Furthermore, ETC employees have difficult jobs 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 or other environmental conditions. They may give incomplete 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 ETC 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 ETC's equipment or facilities, **including any such claims which allege negligent acts or omissions of ETC.**

4. Should ETC 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 am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against ETC, 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 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 portions shall remain in full force and effect.

I hereby release, waive, and relinquish all claims and legal actions for personal injury, wrongful death or property damage against the U.S. Department of the Interior – Bureau of Reclamation ("U.S. Government), State of California, its department of Parks and Recreation ("State") or its permittees arising as a result of my participation in the whitewater river trips and related activities described herein, my use of permittee's equipment, or any activities incidental there to include rescue activities; This release applies even if permittee and/or state and/or U.S. Government are negligent or otherwise at fault. I also agree to protect, hold harmless, defend and indemnify permittee, state and U.S. Government and hold them harmless from all claims and legal actions for personal injury, death, or property damage arising from my conduct; these indemnities apply even if permittee, state and U.S. Government are negligent or otherwise at fault.

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 ETC 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.

Print Name _____ Phone Number _____

Address _____ City _____ State _____ Zip _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by ETC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ETC 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: _____

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