

# **Assumption of risk, waiver, and release of Henry R. Butler from liability for the use of a Kayak or other equipment on Lake Tahoe**

*In consideration of the use of the Kayak and other equipment belonging to Henry R. Butler located at 454 Lakeview, Zephyr Cove, Nevada, the undersigned agrees as follows:*

**RISK FACTORS:** The undersigned understands and acknowledges that the use of equipment and facilities provided by *Henry R. Butler* (kayak, Jet Skis, life jackets) involves risks such as, but not limited to, the following which might result from the use of the equipment, from the activity itself, from the acts of others, or from the unavailability of emergency or emergency medical care.  
**RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLE DEATH.**

**ASSUMPTION OF RISK.** The undersigned **ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACT OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE**, including but not limited to, those **RISK FACTORS** described in section 1 above.

**ACKNOWLEDGMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities, facilities, and/or equipment and understands that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.

**PREREQUISITE SKILLS AND TRAINING.** The undersigned acknowledges that he, his children and all other persons he allows to use the equipment has the requisite skills, qualifications, physical abilities, and training necessary for proper and safe use of the equipment and facilities and to participate in the activity itself.  
**Items 1-4: \_\_\_\_\_(Initials)**

**RELEASE.** The undersigned **RELEASES** Henry R. Butler and his employees and agents and agrees **NOT TO SUE** them on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the activity, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions or other fault of the parties being released.

**WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction including California Code 1542 whose purpose, substance, and/or

effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

**INDEMNIFY AND DEFEND.** The undersigned agrees to **INDEMNIFY AND DEFEND** Henry R. Butler, and his employees and agents (hereinafter jointly referred to as "indemnitee") of each against, and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the activity or this agreement which include but are not limited to damages to or destruction of any property of the indemnitee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of the indemnitee, the undersigned or anyone else. **ITEMS 5-7: \_\_\_\_\_(Initials)**

**PAY.** The undersigned agrees to pay for any or all damages to any property or indemnitee caused by the undersigned either negligently, willfully, or otherwise.

**REPRESENTATIVES.** The undersigned enters into this agreement for himself/herself, his/her heirs, assigns and legal representatives.

**EMERGENCY TREATMENT CONSENT.** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

**INSURANCE.** The undersigned understands that the Henry R. Butler does not carry insurance for the use of property and facilities provided by him. **Items 8-11: \_\_\_\_\_(Initials)**

**PERSONS INVOLVED.** This release extends to all renters at 454 Lakeview, their spouses, children, grand children and guests at the house. The person signing this release shall insure that all persons using the equipment understand the risks of boating on Lake Tahoe, including wind, waves, hypothermia, boat traffic, and the effects of high altitude on physical performance.

**ACTIVITIES AND EQUIPMENT INVOLVED.** The activities include Kayaking in Lake Tahoe, swimming off of the private beach (where there is no life guard) use of flotation devices, and if approved, the use of Jet Skis.

**ACKNOWLEDGMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering valuable legal rights and does so freely and voluntarily.

**NAMES OF MINORS AND OTHER USERS.** The following minors and other

persons will be allowed to use the equipment and I accept responsibility for them.

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**Item 12: \_\_\_\_\_ (Initials)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Henry R. Butler Initials: \_\_\_\_\_**

**CONSENT AND RELEASE ON BEHALF OF MINOR**

I am the parent and/or legal guardian of the above named minor. I have read and understand the agreement involves surrendering valuable legal rights of the minor and myself. I agree to be bound by all terms of this agreement. I also give my consent to the participation in the activity of the minor.

\_\_\_\_\_  
Signature of Parent/Legal Guardian/ Responsible renter - Consent and Release on Behalf of the Minor

Date: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION:**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
\_\_\_\_\_

## KAYAK SAFETY PROCEDURES

1. Kayaking on Lake Tahoe is inherently dangerous because of:
  - a. The risk of drowning
  - b. Hypothermia
  - c. Collision with motor boats
  - d. Capsizing and the user's inability to right the Kayak
  - e. Wind blowing the boat out into the lake
  - f. Rough water
  - g. Use of the boat by unsupervised minors
  - h. Use of the boat by poor swimmers
  - i. The effects of high altitude
  - j. The absence of lifeguards
2. To insure that there are no injuries or drowning, the user must
  - a. Be over 14 years old or be accompanied by a responsible adult
  - b. Must wear a flotation device at all times
  - c. Must not venture so far from shore that the user cannot swim to safety if the boat capsizes.
  - d. Must notify someone on shore that they will be kayaking and expect to return by a specified time period.
  - e. Check the weather for reports of wind
    - i. Wind usually rises by late morning so most kayaking should be completed before noon.
  - f. Look out for whitecaps on the lake
  - g. Be aware that the cold Tahoe water can quickly make a person Hypothermic. Being only 100' off shore may be too far to swim in cold water.
  - h. Wear a wetsuit. Because of size variations, wet suits are not provided but can be purchased or rented from various sport stores.
  - i. Brief all users on safety procedures
  - j. Don't kayak if you are unsure of your ability to swim.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_