

Responsibility and Release

You are responsible for choosing a trip that fits your abilities, level of fitness and health. If you need any assistance in selecting the right trip for you, please contact a Donner Lake Water Adventures Coordinator at 1-530-582-5112. You are also responsible for reading the pre-trip information material and bringing with you all of the appropriate clothing and equipment, as well as acting in accordance with the boating laws of California. Donner Lake Water Adventures reserves the right to accept, remove, retain or decline any trip member at any time for any reason. In such case, a refund equal to the actual cost of the unused services is the limit of Donner Lake Water Adventure's responsibility.

Payment of your deposit represents your acceptance of the following terms and conditions, as well as all general information listed in the catalog, online at www.Donnerlakemarina.com. Donner Lake Water Adventures, Inc shall not be liable and does not assume responsibility for any claims, damages, expenses or other financial loss whether to person or property arising out of any injury, accident, death, cancellation, delay, alteration, or inconvenience resulting from any act of omission, commission or other company or person rendering any of the services included in the tour or its pre and post tour arrangements, or caused by weather, sickness, strikes, quarantines or the willful or negligent acts of any other tour members or any cause whatsoever beyond the control of Donner Lake Water Adventures.

Donner Lake Water Adventures, Inc. reserves the right and trip participants agree to allow Donner Lake Water Adventures, Inc to take photographic or film records of any of our trips and trip participants, and may use any such records for promotional and/or commercial purpose.

RELEASE OF LIABILITY

I or my child (collectively, "I," "me," or "my") voluntarily choose to participate in sports and recreational activities offered by Donner Lake Water Adventures, Inc. (further to be known as "DLWA") , including but not limited to, kayaking, Stand up Paddleboarding, canoeing, hydrobiking, swimming, waterskiing, wakeboarding, wakeskating, wakesurfing, boating, jetskiing, instruction in recreational activities, and all other recreational activities associated with the rental of equipment from DLWA. I understand that my participation in these Activities poses inherent and other risks of INJURY and DEATH to me and/or my child, including those associated with participation in the Activities or use of the facilities at Donner Lake Marina and Donner Lake Watersports on and off of the Premises and on private and public lands (collectively, "Use of the Facilities").

The risks in the Activities and Use of the Facilities are too numerous to list, but they include steep, slippery, and uneven roads and trails containing rocks, trees, ledges, sand, mud, grass, water bars, erosion control devices, bumps, ruts, stumps, and brush (all of which can be hidden or obscured by snow or vegetation). The Activities are subject to hazards and dangers of all kinds, including, by way of example only, exposure to weather and climate conditions (including sudden changes and extremes of heat and cold), rugged terrain and ground conditions, becoming lost, hazards associated with water (including drowning, striking submerged objects, flooding, and rapids), other participants, animals, reptiles, insects, and ground surface and other terrain and topographical variations and conditions. In addition, participants may encounter hazards and dangers that are the result of human error or from manmade structures, equipment, vehicles and other materials, goods, including risks of malfunction, mis-use, or other failure. Participation in the Activities requires physical fitness, coordination, balance, strength, endurance, speed, ability to react, mental capacity, talent and ability ("Physical Capacity") and, because of such physical demands, necessarily carries inherent and other unpredictable risks of

injury of all kinds, as well as risks of death due to the physical demands, regardless of the participant's Physical Capacity. Despite the risks involved, and in consideration of the right to participate in the Activities and Use the Facilities, **I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with my or my child's participation in the Activities and Use of the Facilities.

As consideration for being permitted to participate in the Activities and to use the Facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** DLWA, United States Forest Service, California State Lands Commission, Donner Lake Village Resort, Donner Memorial State Park, California State Parks and Recreation, and each of their affiliates, owners, investors, officers, directors, managing agents, employees, agents, contractors, landowners and all affiliated persons and companies for injury or death resulting from my participation or my child's participation in the Activities or Use of the Facilities, regardless of the cause, to the fullest extent allowed by law, including the alleged NEGLIGENCE of Donner Lake Water Adventures, Inc. I also agree to defend and indemnify Donner Lake Water Adventures, Inc. for any and all claims brought by a third party which arise from my participation or my child's participation in the Activities or Use of the Facilities.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, which includes all occasions on which I or my child participate in the Activities or Use of the Facilities of Donner Lake Water Adventures, Inc. I understand that this release of liability will prevent me, my child, and my heirs or representatives from filing suit or making any claim for damages in the event of injury or death arising from my participation in the Activities or Use of the Facilities. Additionally, in the event I file or my child or my heir or legal representative files a claim or a lawsuit arising out of participation in the Activities or the Use of the Facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Donner Lake Water Adventures, Inc. for any claims, lawsuits, damages, attorney fees, costs, or judgments arising out of such a claim or a lawsuit. for arising out of my participation or my child's participation in the Activities or Use of the Facilities. With a full understanding of this agreement, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my child, our heirs, assigns and legal representatives, and any other person acting on my or our behalf.

If I am provided with or renting equipment in connection with the Activities, I accept the equipment "as is" and accept full responsibility for the care of the equipment while it is in my possession. I agree that I am responsible for the full replacement value of any equipment not timely returned, and I agree to pay for any damage to the equipment that exceeds normal wear and tear.

All participants will be required to complete the following registration form (front and back) and bring them to the office of Donner Lake Water Adventures, Inc. at the onset of the agreed upon rental time.

Release of Liability 1 of 1

Type I AGREE:

* (case sensitive)

Type Name:

* (case sensitive)

Date: