

MILLERTON LAKE STATE RECREATION AREA  
PADDLE SPORTS PROGRAM  
**ADULT RELEASE WAIVER**

**Waiver of Liability and Release of Assumption of Risk and Indemnity  
Agreement**

This document affects your legal rights. You must read and understand it before initialing or signing.

Date of activity: \_\_\_\_\_

Type/location of activity: \_\_\_\_\_

Name of  
participant \_\_\_\_\_ Address: \_\_\_\_\_

Name of parent or legal guardian if participant is a minor: \_\_\_\_\_

Please print your name legibly under the date and time you wish to participate in the **Millerton Lake SRA Paddle Sport Program.**

I understand and acknowledge that there are risks of personal injury, death and property damage while participating in a paddle sports program offered by the Department of Parks and Recreation. Some risks are intrinsic to paddle sports or water sports in general; other risks are inherent in outdoor activities, wilderness travel, camping or picnicking; still other risks may arise from conditions, situations, or activities or which I am presently unaware. My participation is voluntary and based on my independent assessment of the risks, without reliance on representatives or advice by employees or representatives of the department or any other person. Participants must be able to enter and exit the vessel unassisted and be capable of paddling on the water for two miles.

**RELEASE OF LIABILITY**

Since Aquatic activities can be dangerous, and in consideration of being allowed to participate in the above stated activity, I **HEREBY RELEASE, WAIVE AND RELINQUISH ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE AGAINST THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION ("STATE") OR ITS PERMITEES ARISING AS A RESULT OF MY PARTICIPATION IN THIS RECREATIONAL PROGRAM AND RELATED ACTIVITIES DESCRIBED HEREIN; MY USE OF THE DEPARTMENT'S EQUIPMENT, OR ANY ACTIVITIES INCIDENTAL THERETO INCLUDING RESCUE ACTIVITIES; THIS RELEASE APPLIES EVEN IF THE STATE IS NEGLIGENT OR OTHERWISE AT FAULT. I ALSO AGREE TO PROTECT, HOLD HARMLESS, DEFEND AND INDEMNIFY ACTIONS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING FROM MY CONDUCT; THESE IMDEMNITIES APPLY EVEN IF THE STATE IS NEGLIGENT OR OTHERWISE AT FAULT.**

I understand the effect of my signing this document is that I (1) acknowledge and assume all risk of injury, death; or property damage I might suffer while participating in the paddle sports program, even if it occurs as a result of the negligence of the state or defects in equipment, (2) absolve and release the State from the consequences of their negligence, including, without limit, rescue efforts, and defects in equipment, and (3) will **UNDERSTAND THAT I AM FORFEITING IMPORTANT LEGAL RIGHTS AND INCURRING IMPORTANT LEGAL RESPONSIBILITIES.**

I have read and understand the **WAIVER OF LIABILITY AND RELEASE, EXPRESS ASSUPTION OF RISK AND INDEMNITY AGREEMENT.**

I understand the certain minimum skills, capabilities, fitness, physical and mental health are required in order to participate in outdoor activities such as paddle sports; I warrant that I possess these. I agree to wear a properly fastened personal floatation device (life jacket) at all times while on or in a vessel or in the water and to wear such other safety equipment as may be provided to me by the state.

I warrant that I am executing this agreement voluntarily and that the State has not made representation to induce or coerce me to sign this document. I agree that the terms of this document bind me, my heirs, assigns, executors, and administrators, and expressly and specifically protect the State including, as applicable, their agents, employees, officers and directors.

**PRINTED NAME** \_\_\_\_\_

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

**SIGNATURE** \_\_\_\_\_