



**WESTERN SEA KAYAKERS (WSK)
AMERICAN CANOE ASSOCIATION**
Membership Renewal / Application

Membership Fees (WSK membership requires ACA membership for liability)		
Membership (check one)	<input type="checkbox"/> New	or <input type="checkbox"/> Renewal
Type (check one)	<input type="checkbox"/> Individual - WSK and ACA(WSK \$15 + ACA \$25)	<input type="checkbox"/> Individual - WSK Only (\$15 for those who already have an ACA membership)
Dues	\$40	\$15

Family memberships are no longer available due to changes in ACA membership structure.

Make checks payable to **Western Sea Kayakers** (or via PayPal's 'Sending to a friend' feature at <https://paypal.me/westernseakayakers> (*) going to treasurer@westernseakayakers.org as the recipient). Either mail check and all forms to the following address; or alternatively, scan of all forms and email to treasurer@westernseakayakers.org .

**Western Sea Kayakers
P.O. Box 1531
Mountain View, CA 94042-1531**

To process your application OR renewal you must submit ALL of the following for each person:

- 1) A completed Membership Renewal / Application
- 2) Signed Western Sea Kayakers Waiver
- 3) Signed American Canoe Association (ACA) waiver (Adult or Minor)
- 4) The appropriate fees via check or PayPal* - \$40 (or \$15 if already an ACA member with a membership not expiring in the next two months), AND
- 5) Proof of ACA membership (copy of ACA card or receipt for payment of dues) unless also joining the ACA with this application.

Note that online registration with the ACA is available at https://www.americancanoe.org/general/register_member_type.asp On that page, click on 'Individuals' and yellow 'Continue' button. Select 'Western Sea Kayakers' from the drop down menu for Paddle America Clubs. This associates your ACA membership with WSK.

(*) Paypal convenience fee may apply. PayPal account required. Also, after clicking on link, position cursor just to right of rightmost 0 of "\$00.00 and begin typing the numbers for the amount that you are paying; for example 1..5..0..0. Field moves each number to the left after each new number is typed.

Name: _____ Date of Birth: ____ / ____ / ____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Home Phone: _____ - _____ - _____

Work Phone: _____ - _____ - _____ Cell Phone: _____ - _____ - _____

Fax: _____ - _____ - _____ ACA number (if known): _____

- Check here if *YOUR INFORMATION HAS CHANGED*.
- Check this box to include *ONLY name and email on WSK member list. Leave off other info.*

Signature: _____ Date: ____ / ____ / ____

WESTERN SEA KAYAKERS ASSUMPTION OF RISK, RELEASE AND WAIVER OF ALL CLAIMS, COVENANT NOT TO SUE, INDEMNITY AGAINST CLAIMS, and VALIDITY OF WAIVER

I ACKNOWLEDGE THAT THIS IS A BINDING LEGAL DOCUMENT. BY SIGNING IT I AM WAIVING IMPORTANT LEGAL RIGHTS TO WHICH I MIGHT OTHERWISE BE ENTITLED UNDER THE LAW. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH FULL KNOWLEDGE OF THE DANGERS AND RISKS INVOLVED.

1. **DEFINITION OF PARTIES AND ACTIVITIES:** Western Sea Kayakers, its officers, directors, members, former members, employees, agents, contractors, affiliated or related entities or persons, and their respective heirs, successors and assigns, are herein jointly and interchangeably referred to as "WSK". "WSK Activities" referred to herein include (a) participation in any event sponsored, cosponsored, promoted or advertised by WSK, (b) equipment rental/usage or (c) instruction given by or received from WSK. For non-WSK activities, this waiver applies among participating WSK members and in favor of WSK except as otherwise agreed, expressly and in advance, among such WSK members. "I" or "me" refers to the undersigned, my personal representatives, assignees, heirs, successors and assigns, distributees, executors, guardians, legal representatives and next of kin. I understand and acknowledge that WSK is a club of kayakers who get together for activities, including but not limited to canoeing, kayaking and other watersports and outdoor activities, many of which occur in remote places having no medical facilities. It is assumed that WSK Activity participants have the abilities and skills required to protect themselves from harm and that others who might attempt to help them may or may not have the abilities or skills required to do so. WSK makes no warranty as to the abilities or skills required to undertake these activities or as to the risks that may be associated with them.

2. **ASSUMPTION OF RISK:** I am aware that WSK Activities may be dangerous and physically demanding, and that my participation in WSK activities may involve risks, including but not limited to injury, death, disease (including but not limited to COVID-19) and other health risks, and property damage. I further acknowledge that even with reasonable care and instruction, danger and risk are inherent in WSK Activities. Waves, currents, and swells on the bay, ocean, and rivers, wind, weather and wildlife, which are oftentimes unpredictable, expose me to dangers and risks, and there may be nonboating dangers and risks including disease and other health risks of any kind, as well, all of which I fully acknowledge and accept. I understand that any advice/instruction given by WSK is not intended to increase/alter this assumption of risk in any way. I assume all of the aforementioned risks, including equipment malfunction or failure from design defects, assembly, and/or manufacture as well as all risks arising from negligent/improper equipment use, even if known to or caused by WSK. I agree that I am solely responsible for my own safety and agree to assume all risks, both known and unknown, anticipated and unanticipated. I further agree that I am solely responsible for understanding and following all federal, state and local laws, regulations, guidelines and orders, including county health orders, and assume all risk associated with any failure in this regard.

3. **RELEASE AND WAIVER OF ALL CLAIMS.** In consideration of my participation in WSK Activities, I will not make, and will waive any and all claims, demands, causes of action or lawsuits against WSK for injury, death, damage, and any other liability, even if caused in whole or in part by the negligence or other acts of WSK. I assume full responsibility for risk of injury/death/disease/other health risks/property damage arising from my participation in WSK Activities regardless of any WSK negligence, and hold harmless WSK from all actions, claims, or demands that result from/in connection with my participation in WSK Activities. I understand advice or instruction by WSK is not meant to increase or alter this assumption of risk, release and waiver. It is the intention of this Agreement to exempt and release WSK from any and all liability, and/or claims therefor, and to forever bar any right to sue WSK for personal injury, death or property damage, even if caused by WSK's negligence.

4. **COVENANT NOT TO SUE.** I agree never to institute or prosecute any claim, suit or action at law or otherwise against WSK by reason of injury, death or property damage arising from my participation in WSK Activities. Should any lawsuit, action at law, or otherwise be instituted by me in violation of the terms herein, WSK shall be entitled to recover, in addition to any other damages which may incur, reasonable attorneys' fees and costs of defense of such suit or action, including any appeals. Any advice or instruction given by WSK is not intended to increase or alter this covenant not to sue.

5. **VALIDITY OF WAIVER.** This Agreement shall be binding upon me, and my estate, successors and assigns. I understand that if I or anyone on my behalf, should institute any claim for injury, death, disease, other health risks or property damage or any cause of action for same against WSK arising from my participation in WSK Activities, this Release can and will be used in court and that such agreements have been upheld in courts in similar circumstances. I understand/agree that this document shall be broadly construed in favor of WSK and against me and any ambiguities shall be resolved in favor of WSK.

6. **STATEMENT OF FITNESS.** I understand that certain abilities, skills, physical/mental health and fitness levels are required to reduce canoeing/kayaking dangers and risk. I possess such abilities, skills and fitness. I agree to wear a properly fastened personal flotation device (life jacket) while aboard a boat, or on or in the water, and to wear and/or have in my possession safety equipment appropriate for each activity. I understand canoeing/kayaking should be undertaken only after proper instruction/training and with equipment that is suitable for each intended use. I confirm that WSK provides no such instruction/training in connection with equipment selection, rental, purchase and use. I assume all responsibility for deciding where, when, and with whom to paddle and as to what equipment I am going to utilize. I understand/agree that any equipment provided by WSK is for my exclusive use and I will not allow others to use it while it is entrusted to me.

6. **EXECUTION.** This waiver may be executed in paper form or by affixing a visible image of a signature to an electronic version of this waiver form. The completed form should be returned to WSK by mail, in person or by email.

SIGNATURE: _____ **PRINT NAME:** _____ **DATE:** _____

SIGNATURE OF PARENT OR GUARDIAN (IF UNDER 18): _____ **PRINT NAME:** _____

ADDRESS: _____

EMERGENCY CONTACT NAME & TELEPHONE: _____



AMERICAN CANOE ASSOCIATION MEMBERSHIP FORM

All participants in ACA-insured activities must be ACA members in one of the following categories (choose one):

I am currently an ACA member. My member number appears below.

(Check here if renewing with this form)

1-year ACA Individual Membership \$25 <input type="checkbox"/>	1-year ACA Competition Individual \$25 (+\$45 Competition License if applicable) <input type="checkbox"/>	ACA Event Membership \$ 5 (one activity membership, no member benefits) <input type="checkbox"/>
As a new or renewing ACA member, my <i>Rapid Media</i> digital magazine choice is:		
<i>Paddling Magazine</i> <input type="checkbox"/> <i>Kayak Angler</i> <input type="checkbox"/>		

AMERICAN CANOE ASSOCIATION ADULT WAIVER & RELEASE OF LIABILITY READ BEFORE SIGNING

IN CONSIDERATION of being permitted to participate in any way in the **American Canoe Association, Inc.** sports and recreation program and related activities ("Activities") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of paddlesports and related activities and that I am qualified, in good health, in proper physical condition to participate in such activity and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. If I decide to leave early and not complete the trip as planned, I assume all risks inherent in my decision to leave.

2. FULLY UNDERSTAND that: (a) Paddlesports and related ACTIVITIES INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the American Canoe Association, Inc., its Paddle America Clubs, affiliated clubs and organizational affiliates, their respective ACA certified instructors, certified instructor trainers, and certified instructor trainer educators, administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Name (print) _____ Date of Birth _____ ACA # (if any) _____

Street Address _____

City _____ State _____ Zip _____

Email _____ Phone _____

Date _____ Adult Signature _____

Name / Description of Activity or Event _____

Sponsoring Club / Organization _____ Activity Date _____



AMERICAN CANOE ASSOCIATION MEMBERSHIP FORM



All minor participants in ACA-insured activities must be ACA members in one of the following categories (choose one):

I am currently an ACA member. My member number appears below. (Check here if renewing with this form) <input type="checkbox"/>	1-year ACA Individual Membership \$25 <input type="checkbox"/>
1-year ACA Competition Individual \$25 (+\$45 Competition License if applicable) <input type="checkbox"/>	ACA Event Membership \$5 (One activity membership, no member benefits) <input type="checkbox"/>
As a new or renewing ACA member, my Rapid Media digital magazine choice is:	
Paddling Magazine <input type="checkbox"/> Kayak Angler <input type="checkbox"/>	

AMERICAN CANOE ASSOCIATION MINOR WAIVER & RELEASE OF LIABILITY READ BEFORE SIGNING

IN CONSIDERATION of being permitted to participate in any way in the American Canoe Association, Inc. sports and recreation program and related activities ("Activities") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Paddlesports and related Activities and that I am qualified, in good health, in proper physical condition to participate in such Activity and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. If I decide to leave early and not complete the trip as planned, I assume all risks inherent in my decision to leave.

2. FULLY UNDERSTAND that: (a) Paddlesports and related ACTIVITIES INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE American Canoe Association, Inc., its Paddle America Clubs, affiliated clubs and organizational affiliates, their respective ACA certified instructors, certified instructor trainers, and certified instructor trainer educators, administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

MINOR PARTICIPANT: I, THE MINOR PARTICIPANT, HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Minor Name (print) _____ Minor Date of Birth _____ ACA # (if any) _____

Minor Street Address _____ Minor Phone _____

Minor City _____ Minor State _____ Minor Zip _____ Minor Email _____

Date _____ Minor Signature _____

PARENT OR GUARDIAN: I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF PADDLESPO RTS AND RELATED ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Parent/Guardian Name (print) _____ Parent/Guardian ACA # (if any) _____

P/G Street Address _____ P/G Phone _____

P/G City _____ P/G State _____ P/G Zip _____ P/G Email _____

Date _____ Parent / Guardian Signature _____

Activity Description _____ Sponsoring Org. _____ Activity Date _____