

## WAIVER OF LIABILITY

I, the undersigned participant (if 18 years of age or older) or guardian of a participant (if participant is under 18 years of age), desire that participant use the equipment ("Equipment") and participate in the physical activities (the "Activities") offered by Surfs Up Paddle Boarding, LLC ("Surfs Up Paddle Boarding"). I acknowledge that execution of this Waiver of Liability is a condition to participation in the Activities and use of the Equipment. In consideration for use of the Equipment and participation in the Activities, I (all references to I, me, myself or my, refer to me and to the minor child if I am signing as guardian to a minor child) hereby acknowledge, agree, promise and covenant with Surfs Up Paddle Boarding, on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

- I have inspected the equipment and facilities and have determined each to be reasonably suited for participant's use and agree that if, at any time, anything unsafe is observed, notice of such condition will be given immediately to Surfs Up Paddle Boarding personnel and participant will immediately cease all activities.
- I acknowledge that participant is using such Equipment and participating in such Activities on participant's own desire and where applicable, with participant's guardian's approval (if applicable).
- I understand that there are inherent risks of injury in using Equipment and participating in activities such as used and offered by Surfs Up Paddle Boarding including but not limited to, falls, collisions, cuts, bruises, sprains or strains, with resulting damage to bones, joints, ligaments, muscles or other body parts. In some cases participants may suffer certain other risks which could include heart attack, brain damage, drowning or other causes of distress or even death.
- I agree that I will promptly report any discomfort or signs indicating abnormality or distress and stop any activity that is causing discomfort or distress.
- I hereby affirm that participant is in good physical condition and does not suffer from any disability or other limitation that would prevent or limit use of the Equipment or participation in Activities offered by Surfs Up Paddle Boarding.

~RELEASE.

Understanding the above, to the fullest extent permitted by law, I, on behalf of myself, my heirs, assigns, personal representatives and estate, VOLUNTARILY COVENANT NOT TO SUE, AND TO RELEASE, WAIVE, DISCHARGE AND HOLD HARMLESS Surfs Up Paddle Boarding and each of its members, managers, employees, agents, successors and assigns (the "Released Parties") for any liability, claims, demands, actions or rights of action for any DEATH, INJURY, ILLNESS, DISEASE, PHYSICAL OR MENTAL DAMAGE, PROPERTY DAMAGE OR LOSS OR ANY OTHER HARM

suffered by me or any of my property during, as a consequence of or in any way related to using the Equipment and/or participating in the Activities offered by Surfs Up Paddle Boarding including, but not limited to, any injury or harm suffered as a result of negligence or acts or omissions (either pre-injury or post-injury) of any of the Released Parties or any defect in or damage to any of the Equipment, property or facilities of or supplied by Surfs Up Paddle Boarding. IN SIGNING THIS DOCUMENT, I RECOGNIZE THAT IF ANYONE IS HURT OR DIES, OR PROPERTY IS DAMAGED WHILE I AM USING THE EQUIPMENT OR PARTICIPATING IN THE ACTIVITIES, I WILL HAVE NO RIGHT TO FILE A LAWSUIT OR MAKE A CLAIM AGAINST ANY OF THE RELEASED PARTIES EVEN IF ANY OF THE RELEASED PARTIES NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.

~INDEMNIFICATION.

I AGREE TO HOLD HARMLESS AND TO INDEMNIFY EACH OF THE RELEASED PARTIES from all liability, claims, demands, actions or rights or action, damages, defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to any property or to other parties in the course of my use of the Equipment or participation in the Activities. I have carefully read and fully understand the foregoing. I have had an opportunity to ask any questions about the Equipment used and Activities offered by Surfs Up Paddle Boarding, and the meaning of this waiver. All of such questions have been answered. I agree to all of the foregoing with the intent to be legally bound on behalf of myself, the participant (if signed by a guardian), and the spouse or other relatives of myself and/or participant, if any, and to the extent that I am able to do so, any heirs, executors, administrators and assigns. It is intended that if any portion hereof is held invalid, the remainder shall remain in full force and effect.

Participant's Printed Name: \_\_\_\_\_

Age (if under 18) \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

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

Guardian's Signature: \_\_\_\_\_

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

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

Home Phone \_\_\_\_\_

E Mail \_\_\_\_\_

Emergency Contact \_\_\_\_\_

Printed name of Witness: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_