



SPORT PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Stand Up Paddle Sports, LLC, transportation of equipment related to the activities, and traveling to and from the activity sites in which I am about to engage. Inherent hazards and risks include, but are not limited to:

1. Risk of injury from the activity or equipment utilized is significant, including broken bones, severe injuries to the head, neck and back or other injuries that may result in permanent disability or death.
 2. Possible equipment failure and/or malfunction or misuse of my or others equipment.
 3. I agree that I will wear approved protective gear as decreed by the governing body of the sport I am participating in. However, protective gear cannot guarantee the participants safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearers face, neck, and spinal cord.
 4. Variation of terrain, variation or changes in surfaces, including, but not limited to, rocks, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, jumps, padded and non-padded barriers and all other natural and manmade barriers.
 5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making and including misjudging terrain, weather surfaces, and other obstacles.
 6. Exposure to the elements and temperature extremes may result in heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
 7. Dangers associated with exposure to natural elements include, but are not limited to rock fall, inclement weather, thunder and lightning, severe and varied wind, temperature and other conditions.
 8. Accidents or illness occurring in remote places where there are no available medical facilities.
 9. Fatigue, exhaustion, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
 10. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists.
- *I understand the description of these risks is not complete and unknown or anticipated risks may result in injury, illness or death.

In consideration for being permitted to participate in the above activity and related activities, I hereby agree, acknowledge, and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to personal property, WETHER CAUSED BY NEGLIGENCE OR OTHERWISE, **STAND UP PADDLE SPORTS, LLC**, HEREIN REFERRED TO AS RELEASEES.
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By execution this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, death, or loss or damage to person, property that may occur as a result of engaging in the above activities.
3. By entering into this agreement, I am not relying on any written representation or statements made by the releasees, other than what is set forth in this agreement.
4. This agreement shall apply to any and all injury, disability, death, loss, or damage to person or property occurring at any time after the execution of this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

SIGNATURE _____ **PRINTED NAME** _____ **DATE** _____

MINOR participants: This is to certify that I, as parent or guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all releasees but also release and indemnify the releasees from any and all liabilities incident to his/her involvement in these activities for myself, my heirs, assigns, and next of kin.

SIGNATURE _____ **PRINTED NAME** _____ **DATE** _____

NAME OF MINOR PARTICIPANT _____ **DATE** _____

