

PADDLESTROKE SUP, LLC

WAIVER AND RELEASE OF LIABILITY (REQUIRED FOR EACH EVENT) READ BEFORE SIGNING

IN CONSIDERATION of being permitted to participate in any way in Paddlestroke Sup, LLC 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 Stand Up Paddleboarding 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 stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions are unsafe, I will immediately notify the nearest official and discontinue further participation in the Activity.
2. Fully understand that: (a) Stand Up Paddleboarding 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 Paddlestroke SUP, LLC, their respective ACA certified instructors, certified instructor trainers, and certified instructor trainer educators, administrators, directors, agents officers, members, volunteers, independent contractors 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 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 a result of such claim. I further understand and agree that Paddlestroke SUP, LLC will not issue a refund under any circumstance.
4. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or video taken of me or provided by me for publicity, promotion, tv, websites or any other use, expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.
5. 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.

Printed Name of Participant: _____

Signature: _____ Date: _____

Address _____

Date of Birth: _____ Phone: (____) _____

For Participants of Minority Age (Under 18 at the time of Registration)

And I, the minor's parent and/or legal guardian, understand the nature of Stand Up Paddleboarding and related activities and the minor's experience and capabilities and believe the minor to be qualified good health, ad in roper 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 "Releaseees" 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.

Printed Name of Parent/Guardian: _____

Address: _____

Parent/Guardian Signature: _____ Date: _____

(If participant is under the age of 18)

PADDLESTROKE SUP Confidential Medical Questions

Participant Name _____ **Today's Date** _____
Address _____ **City** _____ **State** _____ **ZIP** _____
Phone(h) _____ **(Cell)** _____ **Doctor** _____ **Phone** _____

Medical History

Please describe condition/treatment where possible:

- 1. Are you under treatment for any illness or condition? No Yes**
Describe:
- 2. Are you currently taking any medication(s)? No Yes**
Describe:
- 3. Do you have any disabilities? No Yes**
Describe:
- 4. Do you have any fears or phobias? No Yes**
Describe:
- 5. Do you feel forced to participate in this activity? No Yes**
Describe:
- 6. Do you have any history of respiratory problems? No Yes**
Describe:
- 7. Have you been directed to carry an inhaler or other breathing device? No Yes**
Describe:
- 8. Do you have any Allergies? No Yes**
Describe:
- 9. Are you allergic to bee stings? No Yes**
Have you been directed to carry an Epi Kit? Is it with you now?
- 10. Do you have a condition requiring regular medication? (i.e. diabetes, Epilepsy, etc.) No Yes**
Describe:
- 11. Have you ever had any injuries including back, spine, broken bones, dislocations, sprains soft tissue injury? No Yes**
List injury year of occurrence and current condition.

**12. Do you have a history of heart problems?
(i.e. high cholesterol, heart murmur, MI, surgery, etc.)** **No Yes**
Describe:

13. Has your doctor told you to limit your physical activity in any way? **No Yes**
Describe:

Note: Research has demonstrated that paddle sports can raise heart and respiration rates in any participant and that persons with heart and respiratory problem histories can be placed at extreme risk. If this is true for you, consult your physician. If you are already on site you may be asked to limit your participation.

14. Have you ever undergone surgery? **No Yes**
Describe:

15. Are you pregnant? **No Yes**
How many weeks?

16. Are there other factors we should know about you before you start this program? **No Yes**
Describe:

17. I have answered the above questions accurately and completely? **No Yes**

18. I believe that I am in good health, and I affirm that my participation in Paddlestroke SUP activities will in no way aggravate any condition(s) present. If in doubt, I will seek and follow medical advice before participating. **No Yes**

19. The staff at Paddlestroke SUP has my permission to seek and/or administer emergency care in the event that: the health and well being of the participant is involved; and the participant and/or parent/guardian is unable to respond or cannot be reached at the time of the emergency; or due to the nature of the emergency, there is insufficient time to contact the parent or guardian. **No Yes**

For Minors Only

I believe that my son/daughter/ward is in good health, and I affirm that his/her participation in Paddlestroke SUP activities will in no way aggravate a condition(s) present. If in doubt, I will seek and follow medical advice before participating. **No Yes**

Signature _____ **Date** _____

Parent or Guardian Signature _____ **Date** _____

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