

## YELLOW DOG PADDLE LLC ---2023 WAIVER

I, \_\_\_\_\_ state and agree to the following:

(Name of participant or Adult, if signing for minor)

1. **(INITIALS:\_\_\_\_\_)** I am an adult at least 18 years of age. I am a competent swimmer. I have no medical or physical conditions which could interfere with my safety in this activity. I am willing to assume and bear the costs of all the risks that may be created, directly or indirectly, by renting any equipment from **Yellow Dog Paddle LLC**.
2. **(INITIALS:\_\_\_\_\_)** I understand it is required by law to have a properly fitted US Coastguard approved floatation device (lifejacket) while in and on the water. By initialing this, I acknowledge I have been provided with said floatation device. I understand that stand up paddle boarding or kayaking should be undertaken after proper instruction and training that **Yellow Dog Paddle LLC** is not providing in connection to the rental of equipment. I assume full responsibility for deciding where, when and whom to paddle. I also acknowledge and agree that the rental equipment provided by **Yellow Dog Paddle LLC** is for the sole and exclusive use of the undersigned and may not be used by any other person.
3. **(INITIALS:\_\_\_\_\_)** In consideration of being permitted to rent equipment, I assume full responsibility for any risks, viruses, injuries or damages, known or unknown, which I might occur as a result of participating in stand up paddle boarding, kayaking or canoe. I am aware that stand up paddle boarding or kayaking in open or closed water involves risks, dangers and hazards including the possibility of algae. Currents, tides and waves occur frequently and may be caused by natural forces or by other watercraft. I acknowledge and accept that **Yellow Dog Paddle LLC** may fail to predict whether open or closed water is safe for activity due to waves/currents or other forces of nature. Lessee agrees that it has inspected the Paddleboard or Kayak equipment for any defects or deficiencies. Acceptance or use of the Paddleboard, canoe or Kayak Equipment by Lessee will be deemed to be an acknowledgment that the Paddleboard or Kayak Equipment is in good operating condition. Lessee has notified the Lessor to any defects or deficiencies with respect to the condition of the equipment or its accessories and hereby acknowledges that the Paddleboard and Kayak equipment, the safety equipment and accessories, were received in satisfactory condition.
4. **(INITIALS:\_\_\_\_\_)** I acknowledge that I am financially responsible for any and all damages incurred during my rental. This includes any damage to private property, **Yellow Dog Paddle LLC**, paddle board, canoe, kayak, paddles, life jackets or leashes or other equipment. I understand that my credit card will be charged for the total cost of repairs to any equipment. I acknowledge that **Yellow Dog Paddle LLC** is not responsible for any property left stored, lost or transported by lessee or any other person in, on or around the Paddle Board/Kayaks, or in or around the Lessor's property, before, during or after the rental.
5. **(INITIALS:\_\_\_\_\_)** Other than the obligations of Lessor expressly set forth herein, Lessor Disclaims All Warranties Expressed or Implied, Including But Not Limited to Any Implied Warranties of Merchantability or Fitness for a Particular purpose. In The Event Of A Breach Of This Contract, Lessor Shall Not Be Liable For Incidental Or Consequential Damages Arising Out Of Such Breach. In the event that any other term of this agreement is found enforceable for any reason, or any exclusive remedy fails of its essential purpose, the provision of waiver by agreement of consequential and incidental damages shall continue in full force and effect. Should it be necessary for either party to this agreement to bring legal action to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and all costs of the suit, mediation or arbitration.
6. **(INITIALS:\_\_\_\_\_)** Acknowledgment of risks and release: I understand that: "**Stand Up Paddle Boarding**" HAS INHERENT RISKS, HAZARDS AND DANGERS FOR ANYONE, WHICH CANNOT BE ELIMINATED, and PARTICULARLY IN A WILDERNESS ENVIRONMENT. I AM VOLUNTARILY USING THE SERVICES OF LESSOR WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OR INJURY, PARALYSIS OR DEATH.

7. **(INITIALS: \_\_\_\_\_)** Lessee has read and agreed to the terms of the Acknowledgment Agreement the terms of which are incorporated by reference herein and states: "I, for myself or my child, my heirs, successors, executors and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE INDEMNIFY AND HOLD HARMLESS LESSOR (**YELLOW DOG PADDLE LLC**), their agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney fees) which are related to, arise out of, or are in any way connected with my, or my child's participation in this activity including, without limitation, NEGLIGENCE of any kind or nature, COVID-19 viruses, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my child as a result of engaging in the activities or the use of the **Paddle Boarding or Kayaking Equipment**, even without using a life vest, whether or not such damage, loss, injury, paralysis or death results from negligence of Lessor or from someone other cause; and further agree not to sue Lessor as a result of any injury, paralysis or death in connection with my use and participation in the activities of 'Stand-Up Paddle Boarding or Kayaking.'"

**I HAVE READ THE ABOVE RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. BY SIGNING THIS DOCUMENT I SWEAR THAT I AM 18 YEARS OF AGE OR OLDER AND VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS STATED ABOVE.**

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**Signature of Participant**

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**Date**

**Parent or Guardian Additional Indemnification**

**(Must Be Completed for Participants under the Age of 18)**

In consideration of minor being permitted by **Yellow Dog Paddle LLC** to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Yellow Dog Paddle Company from any and all CLAIMS which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating Minor (those under the age of 18) and agree that they and the Minor are subject to the terms of this document, as set forth above. Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating Minor (under the age of 18) and agree that they and the Minor are subject to all terms of this document, as set forth on Pages #1 and #2, above.

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**Signature of parent (s) or Legal Guardian (s)**

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**Date**

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**Print Name (s) of Minor (s)**