



Liability Waiver

I, _____ state and agree to the following:

Name of Participant or Adult if signing for Minor

1. **(Initial here: _____)** 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 risks that may be created, directly or indirectly, by renting any equipment from Sea Turtle SUP, LLC.

2. **(Initial here: _____)** By initialing here, I hereby acknowledge that a personal flotation device has been offered to me. I understand that Standup Paddle Boarding should be undertaken after proper instruction and training and that SEA TURTLE SUP, LLC is not providing such training in connection with the rental of equipment. I assume full responsibility for deciding where, when, and with whom to paddle. I also acknowledge and agree that the rental equipment provided by SEA TURTLE SUP, LLC is for the sole and exclusive use of the undersigned and may not be used by any other person.

3. **(Initial here: _____)** In consideration of being permitted to rent equipment, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in stand up paddleboarding. I am aware that Paddleboarding in open or closed water involves risks, dangers and hazards. Currents, tides and waves occur frequently in open & closed waterways and may be caused by natural forces or by other watercraft. I acknowledge and accept that SEA TURTLE SUP, LLC may fail to predict whether the open or closed water is safe for the activity or whether an unexpected current, wave or weather condition may occur. Lessee agrees that it has inspected the PADDLEBOARD EQUIPMENT for any defects or deficiencies. Acceptance or use of the PADDLE BOARD EQUIPMENT by Lessee will be deemed to be an acknowledgment that



the PADDLE BOARD EQUIPMENT is in good operating condition. Lessee has notified Lessor as to any defects or deficiencies with respect to the condition of the PADDLE BOARD EQUIPMENT or its accessories, and hereby acknowledges that the PADDLE BOARD EQUIPMENT and its accessories were received in satisfactory condition.

4. **(Initial here:)** I acknowledge that I am financially responsible for any and all damages incurred during my rental. This includes any damage to private property, SEA TURTLE SUP, LLC board, paddle & life jacket. I understand that my credit card will be charged for the total cost of repairs. I also acknowledge that Sea Turtle SUP, LLC is not responsible for any property left stored, lost or transported by lessee or any other person in, on or upon PADDLEBOARD EQUIPMENT, or in or around Lessor's property, before, during or after rental.

5. **(Initial here)** 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 unenforceable for any reason, or any exclusive remedy fails of its essential purpose, this 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 attorneys' fees and all costs of suit, mediation or arbitration.

6. **(Initial here)** ACKNOWLEDGMENT OF RISKS AND RELEASE: I understand that: "STAND-UP PADDLE BOARDING" HAS INHERENT RISKS, HAZARDS AND DANGERS FOR ANYONE, WHICH CANNOT BE ELIMINATED, 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. **(Initial here**) 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 (SEA TURTLE SUP, LLC), their agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' 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, 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 BOARD EQUIPMENT, even without using a life vest, whether or not such damage, loss, injury, paralysis or death results from negligence of Lessor or from some other cause; and I 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.'"

I have read the above release and waiver of liability and fully understand its contents. By signing this document, I swear that I am of 18 years of age or older and voluntarily agree to the terms and conditions stated above.

SIGNATURE OF PARTICIPANT

DATE

Printed Name



PARENT OR GUARDIAN ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of minor being permitted by SEA TURTLE SUP, LLC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SEA TURTLE SUP, LLC 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 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above. Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth on page 1 and above.

**SIGNATURE OF PARENT(S) OR
COURT-APPOINTED LEGAL GUARDIAN(S)**

DATE

Printed Name of Parent(s) or Legal Guardian

NAME(S) OF MINOR(S)