



Windmill Watersports, LLC
482 Chesapeake Drive
White Stone, VA 22578

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the sport of kayaking and stand up paddleboarding, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence **Windmill Watersports, LLC** and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the sport of kayaking and stand up paddleboarding involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, death as a result of drowning or brain damage caused by near drowning; broken bones, torn ligaments, or strains as a result of falls while launching or exiting the water, or while carrying a kayak or stand-up paddleboard and related equipment; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. In the event that I cannot be reached in a medical emergency, I hereby grant permission to provide emergency care and secure proper treatment for my child, my dependent, or myself, with no reimbursement for such service from Windmill Watersports, LLC or its employees or subcontractors.
7. Photo and Video Release: By signing this, you irrevocably grant Windmill Watersports, LLC all media rights, photographs, or video footage taken of you as a result of participation in Windmill Watersports, LLC activities. It will become the sole property of Windmill Watersports, LLC to use at their discretion.
8. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.



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9. I agree to wear a life preserver (PFD) at all times while utilizing kayak, paddleboard, or other such equipment on the water.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature _____ Print Name _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Date _____

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

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____
(If notarization is necessary, please sign & stamp this side of form.)



Windmill Watersports, LLC
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Date: ___/___/___

Reservation Form

Name: _____
Phone: _____

Email: _____
How did you hear about us? _____

Reservation Start Date/Time: ___/___/___
Delivery Service Request: Yes No

Reservation End Date/Time: ___/___/___
If yes, Address: _____

Equipment Details

Equipment	Size: HT& LBS	Time Slot	Unit Cost	Qty.	Total

Payment Method: _____ **Total:** _____
Cash Payment:
Received \$ _____ - Total \$ _____ = Change \$ _____ Cash Amount: \$ _____

Credit Card Payment:
_____ - _____ - _____ Exp. ___/___ CVS: _____ Zip: _____ Charge Amount: \$ _____

Payment Terms: Payment is due in full, in advance of the service provided. Should you need to cancel or reschedule, fees outlined below will apply:

- You may reschedule up to 24 hours before your reservation. You will have credit to use in the future.
- Any cancellations made less than 24 hours ahead of your reservation will not be rescheduled or refunded.
- Any cancellation made less than 14 days ahead of your reservation can be refunded, minus \$5 processing fee.
- I understand that any missed time will not be refunded, however Windmill Watersports, LLC will make all efforts to reschedule due to foul weather for tours.

IF YOU RENT EQUIPMENT THE FOLLOWING SECTION ALSO APPLIES:

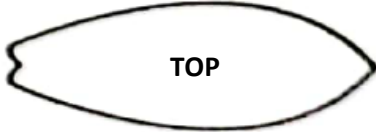





Windmill Watersports, LLC is not responsible for what you do with the equipment after possession is taken. Rentals need to be returned before the time expires. Any returns made after the return time, will be charged the 2-hour rate, until the retail price of the rental item is paid. A valid credit card must be on file for potential charges. If the rented equipment is damaged, lost, stolen, or not returned, you will be charged the full retail prices of the item:

Stand up Paddleboards up to \$899. Kayaks up to \$929. Paddles up to \$99. Leash \$25. PFDS up to \$15. Rooftop Pad up to \$50.



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Items Reserved: Mark all prior dings to equipment on picture below, or check "None".

Brand/Product	Size/Color	Brand/Product	Size/Color	Brand/Product	Size/Color
	TOP		TOP		TOP
	BOTTOM		BOTTOM		BOTTOM

Added Equipment (Qty. of all included accessories): Leash ___ Paddle ___ PFD ___ Lock ___ Backrest ___

Participants Name: _____

Can the Participant Swim? Yes ___ No ___

Does the participant have any medical conditions, prior injuries, or special needs?

No ___ Yes ___ (please explain) _____

Emergency Contact Name: _____ Cell # _____

By Signing this release form, I attest to reading it in full, and completely understand and agree to its terms. I also understand that if my child or I participate in Windmill Watersports, LLC rental, that this release form applies to all rentals that occur between the date signed and two years into the future, from this date.

Participant/Renter's Signature, or if under 18, Parent/Legal Guardian Signature:

Print _____ Sign _____ Date ___ / ___ / ___