

Poseidon E-Foil Rentals

Waiver and Release of Liability

AGREEMENT AND RELEASE OF LIABILITY

Surfing/foiling riding are extremely demanding sports requiring exceptional levels of attention, judgment, maturity and self discipline. It is unlikely that you will be able to participate in it safely unless you make a conscious and continual commitment to your own safety. These potentially dangerous sports may result in injury and death even when practiced by a competent athletes. In consideration for being permitted to participate and purchase products for the sport of Electric Surfboard,

I, _____, hereby agree as follows:

1. I hereby RELEASE AND DISCHARGE Poseidon E-Foils it's owners, agents, employees, instructors, pilots, monitors, assistants and the owners of the equipment, from any and all liability, claims, demands or causes of action that I may hereafter have for injuries and damages arising out of my participation in sports activities and my use of sports products, including but not limited to losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES
2. I further agree that I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my use of these sports products and my participation in sports activities
3. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments and costs, including attorney's fees, incurred in connection with any action brought as a result of my use of sports products and my participation in sports activities
4. In understand and acknowledge that sports products and activities have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate and EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN sports ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASE PARTIES
5. I have been advised and recognize that the sports products and my sports activities are not covered by any personal accident or general liability insurance policy issued to the Released Parties
6. I hereby expressly recognize that this agreement and Release of Liability is a contract pursuant to which I have released any and all claims against the Released Parties resulting from my use of sports products and my participation in sports activities including any and all claims caused by the negligence of the Released Parties
7. I agree to be financially responsible for any equipment damaged during my training if the equipment is not owned by me

8. Releasor expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of Florida and that, if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect
9. Releasor releases all officials and professional personnel from any claim whatsoever on account of first aid, treatment or service rendered releasor during participation in any of the above mentioned products and activities
10. This release contains the entire agreement between parties to this agreement and the terms of this release are contractual and not a mere recital

I HAVE READ THIS AGREEMENT AND RELEASE OF LIABILITY. I FULLY UNDERSTAND ITS CONTENTS AND MEANING, AND SIGN IT OF MY OWN FREE WILL.

ADULT*

Participant Information

First Name* _____

Middle Name _____

Last Name* _____

Phone* _____

Gender* _____

Birth Date* _____

Participant Address

Address Line 1* _____

Address Line

2 _____

City* _____

State* _____

Zip Code* _____

Country* _____

Email* _____

Participant Signature:

Print: _____

Signatures: _____

Minor

Participant Information

First Name* _____

Middle Name _____

Last Name* _____

Phone* _____

Gender* _____

Birth Date* _____

Parent / guardian

First Name* _____

Middle Name _____

Last Name* _____

Phone* _____

Gender* _____

Birth Date* _____

Address Line 1* _____

City* _____

State* _____

Zip Code* _____

Country* _____

Email* _____

Guardian Signature:

Print: _____.

Signatures: _____.

