

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Watch Hill Adventures LLC, d/b/a eFoil RI

eFoil Instruction & On-Water Rental Activities

PLEASE READ CAREFULLY. This document affects your legal rights, including your right to sue Watch Hill Adventures LLC (d/b/a eFoil RI) (the “Operator”) and its owners, employees, agents, and contractors for injuries or damages. By checking the box confirming your electronic signature, you certify that you have read, understood, and agreed to every provision below.

I, the undersigned participant (“Participant,” “I,” or “me”), am scheduling and/or taking part in eFoil instruction, rental, and related on-water and on-land activities (the “Activity”) offered by Watch Hill Adventures LLC, d/b/a eFoil RI (“Operator”). I acknowledge that the Activity is inherently hazardous and carries risk of serious injury or death, and that no amount of care, caution, instruction, or equipment can eliminate that risk. In consideration of being permitted to participate in the Activity, I agree to the terms below.

1. Assumption of Risk

I understand that eFoiling involves operating a battery-powered hydrofoil board at speed, on open water, often at a distance from shore or immediate medical care. Risks include, but are not limited to: loss of balance or control, falls and collisions with the board, foil, or propulsion system; collision with docks, vessels, swimmers, or other obstacles; equipment malfunction; entanglement; immersion and hypothermia; drowning; and other bodily injury, death, or property damage. I voluntarily assume all such risks, known and unknown, whether arising from the inherent nature of the Activity or from the ordinary negligence of the Operator, its owners, employees, agents, or contractors.

Marine Wildlife. The Activity takes place in the open ocean, where marine wildlife — including sharks — may be present. Operator selects locations that are not known wildlife hotspots and will monitor conditions, follow beach and wildlife-authority advisories, and modify or cancel lessons as it deems appropriate. Wildlife encounters remain unpredictable and cannot be eliminated. I expressly assume this risk and release Operator from claims arising from wildlife encounters, except to the extent caused by Operator's gross negligence or willful misconduct.

2. Voluntary Participation

I confirm that my participation in the Activity is voluntary and that I have not been pressured or misled into participating. I understand I may decline to participate, or may stop participating, at any time.

3. Safety, Health & Substance Use

I share responsibility for my own safety and the safety of others, and I agree to follow all instructions given by Operator before and during the Activity. Operator may cancel, delay, or modify any lesson at its sole discretion due to weather, sea conditions, equipment issues, or other safety concerns. I represent that I have no physical, medical, or psychological condition that would make my participation unsafe, and that I am not currently under the influence of alcohol, cannabis, or any other substance — including prescription or over-the-counter medication — that could impair my coordination, judgment, or reaction time. Operator may deny or end participation for anyone reasonably suspected of impairment or medical unfitness, with no refund obligation. If I participate in violation of this section, I am solely responsible for resulting injury, damage, or loss and waive all related claims against Operator.

4. Use of Support Vessel

A motorized support or “chase” boat may be used during instruction and may operate in close proximity to riders. I assume all risks associated with the presence and operation of this vessel, including injury from collision, wake, or accidental contact, except to the extent caused by Operator's gross negligence or willful misconduct.

5. Release, Waiver & Covenant Not to Sue

To the fullest extent permitted by Rhode Island law, I release, waive, discharge, and covenant not to sue Watch Hill Adventures LLC, d/b/a eFoil RI, together with its owners, members, employees, agents, assigns, and contractors (collectively, "Releasees"), from any and all claims, demands, or causes of action arising out of my participation in the Activity — including claims based on the ordinary negligence of the Releasees — whether such claims arise before, during, or after the Activity.

Carve-out. This release does not apply to — and Operator remains fully responsible for — claims arising from the gross negligence, recklessness, or willful or intentional misconduct of the Releasees, or to the extent such a release is otherwise prohibited by law.

6. Photo & Video Release

I grant Operator permission to photograph and record me during the Activity and to use those images or recordings for promotional purposes, including on social media and Operator's website, without compensation to me. I may withdraw this permission at any time by written notice to Operator; withdrawal will not affect content already published.

7. Responsibility for Equipment Damage

I am responsible for the cost of repair or replacement of any eFoil or other equipment damaged as a result of my negligent, reckless, or willful conduct, or my failure to follow safety instructions, and I agree to reimburse Operator for such costs upon request. This section does not apply to ordinary wear and tear or to damage caused by equipment malfunction outside my control.

8. Acknowledgment by Parent or Legal Guardian (Participants Under 18)

If the Participant is under 18, the undersigned parent or legal guardian represents that they are authorized to act on the minor's behalf, has read and understood this Agreement, has explained the risks of the Activity to the minor to the best of their ability, and consents to the minor's participation. The parent/guardian agrees, on their own behalf, to indemnify and hold harmless the Releasees from any claim brought by or on behalf of the minor arising from the Activity, to the fullest extent permitted by law. Parent/guardian acknowledges that, notwithstanding this indemnity, Rhode Island and other states may limit the extent to which a parent can waive a minor's own legal claims.

Minor Participant's Name:

Minor's Date of Birth:

9. General Provisions

Governing Law & Venue. This Agreement is governed by the laws of the State of Rhode Island, without regard to conflict-of-law principles. Any dispute arising from this Agreement or the Activity shall be brought exclusively in the state or federal courts located in Washington County or Providence County, Rhode Island, and the parties consent to jurisdiction and venue there.

Severability. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions remain in full force and effect.

Entire Agreement. This document is the entire agreement between the parties regarding liability for the Activity and supersedes any prior oral or written representations.

Electronic Signature. By checking the acknowledgment box, I consent to the use of my electronic signature in place of a handwritten signature, and I agree that doing so binds me to this Agreement to the same extent as if I had signed a paper copy.

10. Certification

I certify that I have carefully read this Agreement, fully understand its contents, and am aware that it is a release of liability and a binding contract between myself and Operator. I sign it voluntarily and in consideration for being permitted to participate in the Activity.

Signatures

Participant Name (Print):

Emergency Contact Name & Phone:

Participant Signature Date

If Participant is under 18:

Parent/Legal Guardian Name (Print):

Parent/Legal Guardian Signature Date