

Flow and Paddle Participant Agreement – Waiver 2024

For and in consideration of the use, rental, or other access to equipment, classes, facilities, or activities of Flow and Paddle, the undersigned Participants enter this Participation Agreement and Release. Sioux Empire Water Sports LLC. and SODAK SUP YOGA LLC., d/b/a FLOW AND PADDLE herein referred to in this release waiver.

Warnings, Understandings, and Representations:

The business of Flow and Paddle includes Yoga, SUP YOGA, SUP FIT, Kayaking, Stand Up Paddle Boarding, Pedal Boating and other open water or sports activities on Lake Lorraine or any other body of water including pools I understand that participation in these activities involves risk of serious injury, including bodily, mental injury, disability, paralysis, pain, suffering, or death. Dangers to persons, pets, and other property may include tipping or turning over of watercraft; entanglement in trees or other obstructions; exposure to heat, cold, lightning, strong currents, injurious plants, harmful algae, bacteria, waterborne toxins, insects, animals, or other elements; sunburn; dehydration; heat stroke; muscle cramps; exhaustion; hypothermia; or drowning. I understand that risks and dangers may result from the acts or omissions of myself or third parties, or of Flow and Paddle, Friessen Development Inc., Lake Lorraine 26 LLC. its agents, employees, owners, participants, volunteers, or others acting on their behalf. With full knowledge of the risks and dangers, I represent that I am in good health and proper physical condition to participate in the activities and business of Flow and Paddle, I do not have health problems or medical conditions that preclude participation. I have inspected the equipment, facility, and activities of Flow and Paddle, and I find that they are acceptable for the intended use or participation. I acknowledge that being under the influence, consumption of alcohol or drugs is prohibited. Flow and Paddle is not responsible for damage or loss of personal property. ALL PARTICIPANTS MUST BE GOOD SWIMMERS & use lifejackets in accordance with the United States Coast Guard laws.

Assumption of Risk and Responsibility for Injury or Damage:

I acknowledge that open water or sports activities are inherently dangerous and that I participate at my own risk. I understand that risks and dangers cannot be eliminated without jeopardizing the essential qualities of the activity, and I voluntarily elect to participate, accepting and assuming the risks. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer. **I agree to bear the costs and responsibility for any injury or damage I may cause or suffer, including payment for bodily injury, property damage, or lost or damaged equipment.**

Authorization to Use Likeness: I hereby give permission for Flow and Paddle, its marketing consultants and their agents to capture the voice, image or likeness of myself or child through video, photograph, or digital camera, and further consent to the use of said voices, images, or likeness by Flow and Paddle, its marketing consultants or others in advertising, promoting, or marketing their businesses, activities, events, or equipment, and hereby waive any rights of compensation or ownership thereto.

Indemnification and Release of Liability: I FULLY AND UNCONDITIONALLY RELEASE AND DISCHARGE Flow Paddle, Friessen Development Inc., Lake Lorraine 26 LLC., and its agents, employees, staff, owners, administrators, directors, officers, members, instructors, participants, volunteers, contractors, sponsors, advertisers, or event organizers, or others acting on their behalf of any liability, claims, demands, causes of action, losses, injuries, or damages, whether caused in whole or in part by the Released Parties, or by the negligence of the Released Parties. This Release extends to any injuries (including death) or damage to persons, pets, or other property that may arise from the use, rental, or other access to the equipment, facilities, or activities of Flow and Paddle or which may be connected to my participation in the activities, and to all claims for personal injuries or property damage sustained by me, or by my estate, parents, children, heirs, beneficiaries, personal representatives, or assigns (“the Releasing Parties”). On behalf of myself and the Releasing Parties, I AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS FLOW AND PADDLE, FRIESSEN DEVELOPMENT INC., LAKE LORRAINE 26 LLC., AND EACH OF THE RELEASED PARTIES for any loss, liability, damage, litigation expenses, attorney fees, or cost of any kind, which may result from any injury, damage, or other loss occasioned by use, rental, or other access to equipment, facilities or activities of Flow and Paddle.

This Agreement and waiver of release is binding not to sue, and complete release and indemnity of Flow and Paddle. and the Released Parties. If, despite this Agreement, suit is attempted, I agree that the exclusive forum shall be applying South Dakota law. I agree that if any term of this Agreement is found to be void or unenforceable, then the remaining terms shall remain in full force and effect. This agreement and waiver fully extends to all rentals, services provided by Flow and Paddle for the remainder of 2024.

Careful Review and Understanding: I have read, and I understand the posted Equipment Safety Rules and Regulations. I have carefully read this Agreement in its entirety. I fully understand the Agreement, understand that I am knowingly waiving substantial rights by signing the Agreement, and sign it freely, without any inducement or assurance of any nature.

Specifically, I personally acknowledge and accept all liability and cost arising from any damage to the "**Water Fountain**" regardless if it is unintentional, beyond your control, whether it is operating or not. Furthermore, I agree to always maintain a 50-foot distance or greater from the "**Water Fountain**". I understand my session can and will be disrupted, canceled for non-compliance at discretion without refund.

Children Under 18 - Required Parent or Guardian Consent and Indemnification AND I, the parent and/or legal guardian of participant(s) under the age of 18, understand the nature of the activities to be engaged in by the minor(s), and, knowing the experience and capabilities of the minor(s), I represent the minor(s) to be qualified to participate and consent to their participation. I accept full responsibility for the safety of the minor(s). In consideration of the minor(s) being permitted by Flow and Paddle to participate in its activities and to use its equipment and facilities, I **RELEASE, DISCHARGE, and agree NOT TO SUE** Flow and Paddle, Inc. and the Released Parties from any liability, claims, demands, causes of action, losses, injuries or damages to the minor(s), and, as further described in the posted Terms and Conditions. I agree to **INDEMNIFY AND HOLD HARMLESS** Flow and Paddle and the Released Parties from any damages, costs, or attorney's fees for any claims by or on behalf of the minor(s), or on account of the minor(s). By signing below, I also **AGREE** to all posted Terms and Conditions. **I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Policies and Guidelines:

- **MAINTAIN A 50 FT. DISTANCE FROM THE WATER FOUNTAIN AT ALL TIMES. (SESSION WILL END WITHOUT WARNING OR REFUND.**
- **Lake use and amenities at your own risk (No Lifeguards provided).**
- **US Coast Guards PFD Guidelines are to be always followed.**
- **SUP leash must ALWAYS BE worn on the lake.**
- **Must be at least 13 years of age to operate a Pedal boat, Adult Kayak or Paddleboard.**
- **12 yrs. or younger require a 16yr old + on Pedal Boat.**
- **Switching seating positions is prohibited unless at a designated shore.**
- **Youth Kayaks suggested ages 6 – 12 yrs. Old.**
- **maximum of 5 ppl per Boat, 2 per SUP (w/Child) 10 per Paradise Pad, 2 Per Yoga Dock.**
- **Waivers are required to be signed by Parent/Guardian 18yrs + for any minor.**
- **Alcohol and drug use is strictly prohibited.**
- **The possession or use of firearms is strictly prohibited.**
- **Watercrafts are to be operated in a responsible safe manner.**
- **Reckless behavior and operation of watercrafts or equipment will result in termination of your session, and you may be held responsible for any injuries or damage arising from such recklessness.**
- **No Swimming.**
- **No Fishing.**
- **We observe and uphold the weight limits posted by manufacturers.**
- **We reserve the right to exclude any person we deem to be incapable of meeting the rigors of participating in the activities or who refuses or is unwilling to follow the directives of the activity leaders.**
- **There may not be rescue or medical facilities, first aid, or the expertise necessary to deal with the injuries and damage to which you may be exposed.**
- **No classes or rentals during inclement or threatening weather.**
- **Outdoor activities are subject to weather conditions and may need to be modified or changed.**
- **We reserve the right to change, modify, postpone, or even cancel without notice.**
- **Rescheduling only No refunds will be provided.**

- **Rescheduling and reservation modifications are for eligible participants only.**
- **An additional hour will be charged if the return time is exceeded by 15 minutes.**
- **You will be charged for lost paddles, broken, damaged property or equipment at cost.**
- **Must adhere to posted Age and weight requirements.**
- **Must avoid collisions and contact with others and objects. (No bumping)**
- **Must follow South Dakota Game Fish and Parks Boating Safety (posted).**
- **Must follow the nautical flow of traffic in Pedal Boats (posted).**
- **Do not switch seats unless at a designated shore.**
- **Pedal Boat, Kayak basic instruction is provided by staff before launching.**
- **Instructional Video is required the 1st time on our sup's. (* listed in menu)**
- **Personal watercrafts must be inspected by our staff before entering the lake.**