

FLOW AND PADDLE PARTICIPANT AGREEMENT, ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT – 2026

WARNINGS, UNDERSTANDINGS, AND REPRESENTATIONS

The business of Flow and Paddle includes Yoga, SUP Yoga, SUP Fit, Stand-Up Paddleboarding, Kayaking, Tandem Kayaking, Pedal Boating, Paddle Fishing, Paradise Pad, Megalodon Boards, youth programs, special events, races, team-building activities, and other recreational, fitness, instructional, water-based, and land-based activities offered now or in the future. Participation involves inherent risks including serious injury, illness, disability, property damage, or death.

ASSUMPTION OF RISK AND RESPONSIBILITY FOR INJURY OR DAMAGE

I voluntarily assume all known and unknown risks associated with participation and accept full responsibility for injuries, damages, losses, or expenses that may occur.

EQUIPMENT RESPONSIBILITY

I accept responsibility for all equipment issued to me and agree to pay for lost, stolen, abandoned, or damaged equipment.

WEATHER, WATER CONDITIONS, AND ENVIRONMENTAL RISKS

I understand that weather, water quality, currents, algae blooms, wildlife, and environmental conditions may change rapidly and may require cancellation or interruption of activities.

WATER FOUNTAIN ACKNOWLEDGMENT

I agree to maintain a minimum distance of 50 feet from the Lake Lorraine water fountain and accept responsibility for damage caused by my actions.

MEDICAL AUTHORIZATION

I authorize emergency medical treatment if necessary and accept responsibility for all associated costs.

AUTHORIZATION TO USE LIKENESS

I grant permission for photographs, videos, drone footage, livestreams, and recordings to be used for marketing, educational, and promotional purposes without compensation.

PARTICIPANT CONDUCT

I agree to follow all rules and instructions and understand participation may be terminated without refund for unsafe conduct.

RELEASE OF LIABILITY AND INDEMNIFICATION

I release and hold harmless Flow and Paddle, Sioux Empire Water Sports LLC, SODAK SUP YOGA LLC, Friessen Development Inc., Lake Lorraine 26 LLC, and all Released Parties from liability to the fullest extent permitted by law.

RELEASE OF UNKNOWN CLAIMS

This release applies to known and unknown claims arising from participation.

ELECTRONIC SIGNATURES

Electronic signatures and online acknowledgments shall have the same legal effect as handwritten signatures.

GOVERNING LAW AND SEVERABILITY

This agreement is governed by South Dakota law. Any unenforceable provision shall not affect the remaining provisions.

CHILDREN UNDER 18 – PARENT OR GUARDIAN CONSENT

Parents and guardians consent to participation by minors and agree to all release and indemnification provisions.

ACKNOWLEDGMENT OF ANNUAL WAIVER

This waiver applies to all Flow and Paddle activities, rentals, memberships, classes, programs, and events through December 31, 2026.

PARTICIPANT INFORMATION AND SIGNATURES

Participant 1 Name: _____

Participant Signature: _____

Date: _____

Participant 2 Name: _____

Participant Signature: _____

Date: _____

Participant 3 Name: _____

Participant Signature: _____

Date: _____

Participant 4 Name: _____

Participant Signature: _____

Date: _____

Participant 5 Name: _____

Participant Signature: _____

Date: _____

Participant 6 Name: _____

Participant Signature: _____

Date: _____

Participant 7 Name: _____

Participant Signature: _____

Date: _____

PARENT/GUARDIAN INFORMATION

Parent/Guardian Name: _____

Relationship to Minor: _____

Parent/Guardian Signature: _____

Date: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Email Address: _____

Phone Number: _____