

PADDLE BOARD @ THE COMEDY OVERLOOK
AGREEMENT RELEASE OF LIABILITY

1020 Santanka Trail  Bellvue, CO 80512
suphorsetooth.com
(970)413-3349

Name of Participant: _____ **Phone:** _____

In consideration of the use of the property, facilities and/or services of Paddle Board Rental @ The Comedy Overlook, LLC, d/b/a Paddle Board @ The Comedy Overlook the undersigned acknowledges and agrees as follows:

WARNING: There are significant elements of risk in any adventure sport or activity associated with the use or presence of water craft, including but not limited to paddle boarding and use of related equipment. These risks are inherent in paddle boarding and may be present even if the equipment is used properly and even in still water.

SCOPE OF RELEASE: This Release of Liability covers all activities indirectly or directly associated with the use of Paddle Board @The Comedy Overlook equipment, facilities, services and activities organized by, sponsored by, or directed by Paddle Board @ The Comedy Overlook.

RISK FACTOR:. The undersigned understands and acknowledges that Paddle Board @ The Comedy Overlook activities involve risks such as, but not limited to, the following: (i) dock related injuries such as collision with the side/bottom/edge of the dock or falling from the dock: (ii) collision with other participants any portion of the interior of the craft, other water craft, man-made or natural objects, including overhanging, submerged and/or semi submerged trees, branches, rocks and boulders; (iii) cold weather and heat related injuries and illnesses including hypothermia, frostbite, heat exhaustion, sun stroke, and dehydration: (iv) inclement weather, variances and extremes of wind, weather, temperature and the presence of insects and animals; (v) sense of balance, physical coordination, ability to swim, and/or ability to follow directions: (vi) loss of control of the craft, collision, capsizing, and sinking of the craft which can result in wetness, injury, exposure to the elements, hypothermia and drowning; (vii) getting in/on and out/off of the craft; (viii) travel, including hiking, portaging and travel to and from the related and unrelated activities; (ix) the presence of wild animals, including marine life forms, (x) unavailability of emergency aid services and emergency medical care, (xi) changing water flow, conditions or current. The undersigned acknowledges that Paddle Board @ The Comedy Overlook, as well as other foreseeable or unforeseeable factors or circumstances, may result in **RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLY DEATH.**

ASSUMPTIONS OF RISK: By executing this Release of Liability, the undersigned knowingly, freely and expressly assumes all risk that arise from the participation in Paddle Board @ The Comedy Overlook activities, the acts of others, the unavailability of emergency care, and any other foreseeable or unforeseeable factors or circumstances related to Paddle Board @ The Comedy Overlook activities, even if arising from the negligence of the Releasees. The undersigned assumes all risk of injury, wrongful death or property damage related to the Paddle Board @ The Comedy Overlook.

ACKNOWLEDGMENT OF RULES, POLICIES AND PROCEDURES: The undersigned acknowledges that he or she has read and understood all the rules, policies and procedures relating to Paddle Board @ The Comedy Overlook activities and understands that the safe and proper use of facilities, equipment and participation in Paddle Board@ The Comedy Overlook is dependent upon carefully following such rules, policies and procedures.

I agree to wear a properly fitted and fastened U.S. Coastguard approved flotation device (life jacket) while aboard a boat/paddle board, or in the water. I agree to wear a ankle paddle leash while aboard a paddle board. The undersigned understands that paddle boarding should only be undertaken after proper instruction and training and that Paddle Board @ The Comedy Overlook is not an ACA (American Canoe Association) certified instructor. The undersigned assumes full responsibility for deciding where, when and with whom to paddle. Should the undersigned observe any unusual significant hazard during participation in the activity, undersigned will remove themselves from participation and bring such to the attention of the nearest official immediately.

The undersigned acknowledges and agrees that the equipment provided by Paddle Board @ The Comedy Overlook is for the sole and exclusive use of the undersigned and may not be used by any other person.

PHYSICAL CONDITIONS AND SKILLS: The undersigned represents that he or she has the requisite skills, physical abilities and mental abilities necessary for proper and safe use of the Paddle Board @ The Comedy Overlook's equipment, facilities and services and to participate in the Paddle Board @ Comedy Overlook activities.

RELEASE: The undersigned, individually and on behalf of any and all heirs, assigns, personal representatives and next of kin, hereby releases, discharges, waives, disclaims and relinquishes all claims, actions or causes of actions against Paddle Board @ The Comedy Overlook and its officers, members, partners, employees, other participants, sponsors, advertisers and agents from any and all claims, demands, losses, and liability, on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of Paddle Board @ The Comedy Overlook activities including those based on death, bodily injury or property damage whether or not caused by participation in Paddle Board @ The Comedy Overlook activities or the negligence of Paddle Board @ The Comedy Overlook.

WAIVER: The undersigned waives the protection afforded by any statute or law in any jurisdiction. This means, in part, that the undersigned is releasing unknown future claims.

INDEMNITY: The undersigned agrees to indemnify and defend Paddle Board @ The Comedy Overlook, and its officers, partners, members, employees and agents (each, an "Indemnitee") and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the undersigned participation in the Paddle Board @ The Comedy Overlook activities which include but are not limited to damages to or destruction of any property of an Indemnitee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of an Indemnitee, the undersigned or anyone else.

PROPERTY DAMAGE: The undersigned agrees to pay for **ANY AND ALL** damages to any property of Indemnitee caused by the undersigned either negligently, willfully, or otherwise. You are responsible for any and all damage to Paddle Board @ The Comedy Overlook's equipment while in your possession. The cost of repairs of damages will be deducted from deposits or charged to credit cards.

Broken/missing fin: \$45 Torn-damaged/missing personal flotation device: \$100.00
Broken/missing paddle: \$150 Paddleboard gash/ding less than 2": \$50.00
Paddleboard gash/ding of greater than 2" or fin box damage: \$175.00
Unrepairable Damage or Missing Paddleboard \$500.00
Missing or damaged ankle paddle leash \$30.00

REPRESENTATIVES: The undersigned has executed this Release of Liability for himself or herself, and his or her heirs, assigns, and legal representatives.

EMERGENCY TREATMENT CONSENT: The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

INSURANCE: The undersigned understand that Paddle Board @ The Comedy Overlook does not carry participant insurance. The undersigned acknowledges that they either have appropriate insurance or, in its absence, agree to pay all and any costs of rescue and/or medical services as may be incurred on their behalf.

ACKNOWLEDGMENT: The undersigned has read and understand this Release of Liability and realizes it relates to surrendering valuable legal rights and assuming important legal responsibilities and does so freely and voluntarily.

NAME (Please Print) _____ PHONE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

_____(Initial) If you wear hearing aids, affirm that you are able to hear or wear hearing aids in water

Type of Identification _____ Number _____ Issue Date _____

Credit Card for Deposit/Damages: Number _____ Exp Date: _____ CVC _____

Signature of Participant _____ **Date** _____

CONSENT AND RELEASE ON BEHALF OF MINOR

MUST BE COMPLETED FOR ALL PARTICIPANTS UNDER 18 YEARS OLD

I am the parent and or legal guardian of the above named minor. I have read and understand that the Release of Liability involves surrendering valuable legal rights of the minor and myself. I agree to be bound by all terms of the Release of Liability. I also give my consent to the participation in Paddle Board @ The Comedy Overlook activities by the minor.

Signature of Parent/Legal Guardian-Consent and Release on Behalf of Minor(s) **Date** _____

Printed name of Parent/Legal Guardian

EMERGENCY CONTACT INFORMATION

NAME _____ **PHONE** _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

Name(s) of minor(s)