STAND UP PADDLE BOARD (SUP) TOUR, LESSON AND/OR RENTAL RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND IDEMNITY AND DECLARATION OF FITNESS AGREEMENT

Please read and be certain you understand the implications of signing.

Express Assumption of Risk associated with Stand Up Paddle Board activities: I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with stand up paddle board activities. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized in stand up paddle boarding is significant including the potential for permanent disability and death.

2. Jumping off SUP’s that may cause cuts, broken bones and other injuries, permanent disability or death.

3. Exposure to water hydraulics or currents, hidden or obvious obstructions, and/or debris found that can cause drowning or other harm.

4. Possible equipment failure and/or malfunction of my own or others’ equipment.

5. Running into objects, persons or animals, including but not limited to barely submerged objects and other hazards that are not visible.

6. My own negligence and/or the negligence of others, including but not limited to operator error.

7. Hazards related to stand up paddle boarding which include but are not limited to: collision, capsizing, sinking, or other hazards that may result in exposure to the elements, hypothermia, impact of the body upon the water and/or upon rocks, injection of water into my body orifices, marine life forms, and/or drowning.

8. Cold water and heat related injuries and illness including but not limited to hypothermia, hyperthermia, heat exhaustion, heat stroke, sunburn, and/or dehydration.

9. Exposure to outdoor elements, including but not limited to inclement weather, lightning, severe and/or varied wind, temperature or weather conditions.

10. Attack by or encounter with insects, marine life forms and/or animals.

11. Accidents or illness occurring in remote places where there are no available medical facilities and rescue may be distant and time consuming at best.

12. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

13. My sense of balance, physical coordination, and ability to follow instructions.

\*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement In consideration for being permitted to participate in any way in stand up paddle board activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to personal property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasee: V-Star Fitness Group.

2. To release the releasee from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasee harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasee, other than what is set forth in this Agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

Declaration of Fitness Agreement Furthermore, I hereby declare that I am physically fit and that I have no physical or mental condition(s) that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness. I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of SUP activities, I will notify the guide (if applicable) immediately and before disembarking from the vessel.

I HAVE READ THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK AND DECLARATION OF FITNESS AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ Signature of Adult Participant (Please Print) Name of Adult Participant Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian or Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ Signature of Parent or adult legal Guardian if (Print) Name of Parent or adult legal Guardian Date Participant is a Minor, and by their signature, they on my behalf release all claims that both \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ they and I have. (Please Print) Name of Minor

***OTHER PARTICIPANTS IF APPLICABLE***

Print Name Signature Date

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