



Sweetwater SUP Rentals LLC- RELEASE OF LIABILITY, WAIVER, AND ASSUMPTION OF RISK AGREEMENT, and PHOTO RELEASE FOR PROMOTIONAL PURPOSES.

CAUTION: DO NOT SIGN THIS DOCUMENT WITHOUT READING IT IN ITS ENTIRETY AND CAREFULLY. BY SIGNING THIS DOCUMENT, YOU GIVE UP IMPORTANT LEGAL RIGHTS! YOUR SIGNATURE IS YOUR ACKNOWLEDGMENT OF THE CONTENTS OF THIS CONTRACT. YOU WILL NOT SIGN THIS DOCUMENT UNLESS YOU FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS.

I, being an adult or a legal guardian of a minor, acknowledge that:

1) I am in good physical and mental health. I am not under the influence of any drugs, alcohol, or other substances which may impair my ability to take and follow instructions. I am not suffering from any spinal or skeletal defect, hearing, vision or balance impairment or other physical impairment. I understand that the foregoing representations as to my physical condition are being relied upon by Sweetwater SUP Rentals LLC. I hereby agree to follow all rules, regulations, and instructions of Sweetwater SUP Rentals

LLC while participating in this rental or class provided by Sweetwater SUP Rentals LLC 2) I Acknowledge That Water Sports May Be Dangerous And I Accept And Assume Such Risk. I am aware that open water activities in general involve inherent risks. I may damage my belongings, get hurt, get injured, become ill, drown, or even die. I further acknowledge that I have voluntarily chosen to rent equipment or take SUP lessons from Sweetwater SUP Rentals LLC, or if the individual taking such lessons or renting equipment is a minor, I have, as the minor's parent or legal guardian, voluntarily consented to such minor taking of such lessons, or renting equipment. I know and fully understand that water sports is a dangerous outdoor activity in an uncontrolled natural environment with inherent risks and hazards, where serious accidents can occur, participants can sustain property damage, injuries, illness and even die. I acknowledge and willingly and voluntarily assume all risks and hazards in SUP, kayak and water related activities in all phases of these activities from the use instructions until the conclusion of the rental, lesson, or equipment rental period, including, but not limited to those involving, (1) loss of control of the equipment, malfunction of equipment, collision with other participants, equipment, other equipment, rocks, and any other man made or natural obstacles, whether obvious or not; (2) judgment, decision making and conduct of the instructors; (3) submersion in water, drowning; (4) encounters with animals, marine life, plant life, rocks and insects; (5) exposure to outdoor water environment, bacteria or microbes, extreme temperatures, sun, and inclement weather, including travel by foot or vehicle in any way related to this activity; (6) assistance in lifting and /or carrying equipment; (7) rescue-related injuries; and (8) unavailability of immediate and appropriate medical attention in case of injury. I understand and acknowledge that the above list is not meant to be complete or exhaustive, and that other unforeseen and unanticipated risks, known or unknown, may also exist and result in damage, injury, illness, disease, or death.

3) I Waive My Right To Sue Sweetwater SUP Rentals LLC. In consideration for Sweetwater SUP Rentals LLC agreeing to provide equipment rental and/or instruction in the form of a lesson, I agree that I shall not make a claim or bring any action against, sue, or hold responsible Sweetwater SUP Rentals LLC, its owners, officers, agents, employees, associates, representatives, (referred to collectively in this agreement as "Sweetwater SUP Rentals LLC") or expect, require, or pursue them, to be held accountable for any damages. I voluntarily agree to release, discharge, and hold harmless Sweetwater SUP Rentals LLC from and against any and all claims of liability, even those arising out of their negligence, fault, recklessness, or any other act or omission which causes me damages, illness, injury, disease, or death, of any nature in any way connected with my participation in this activity. I also expressly agree to release and discharge Sweetwater SUP Rentals LLC from any act or omission, excluding acts of wanton or gross negligence, in rendering or failing to render any type of rescue, emergency or medical services. I further agree, to hold harmless, defend, and indemnify Sweetwater SUP Rentals LLC and employees of Sweetwater SUP Rentals LLC. from all defense costs, including attorney's fees incurred in connection with any claims arising from the activities anticipated herein, including but not limited to those for bodily injury, wrongful death, or property damage, whether caused by or sustained by any minor under 18 years of age on whose behalf I am signing, or which I may have caused to another third party, whether negligent or not, in the course of my participation in this activity.

- 4) Permission to Obtain Medical Assistance. In the event of any injury, illness, emergency, accident or other harm sustained by me (or by the minor on whose behalf I am signing this document), I hereby give Sweetwater SUP Rentals LLC permission to obtain Medical Assistance, in which event I hereby make the same releases and waivers in Sweetwater SUP Rentals LLC's favor as I have otherwise made in this agreement in connection with any such medical assistance sought or not sought. In addition, the expenses for any such medical emergency shall be my sole responsibility and not that of Sweetwater SUP Rentals LLC.
- 5) I grant Promotional Use of Images. I hereby agree that Sweetwater SUP Rentals LLC may use photographic records of this rental or lesson for its promotional and/or commercial purposes without compensation to me, and I consent to the use of my name and likeness for such use in any media now known or not known.
- 6) Financial Responsibility for Damage. I assume full responsibility for any or all costs related to the damage of any and all equipment that I rent, transport and/or use during a supervised lesson or unsupervised rental. "Related costs" include repairs when possible, or replacement cost.

I have read this document in its entirety and I understand that I am assuming all the risks inherent in this water activity, and that I may be injured, become ill or even die as a result of standup paddle boarding. I understand that this is a release of any and all claims. I understand that this is the entire agreement between me and Sweetwater SUP Rentals LLC, and that no representations have been made to me by Sweetwater SUP Rentals LLC outside of this agreement. I voluntarily sign my name as evidence of my acceptance of all the provisions in this release and my agreement to be bound by them.

DATE \_\_\_\_\_

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Print Name	Signature
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Parents, please print the name and sign for any minor children, under 18 years.