

ACTIVITY WAIVER AND RELEASE OF LIABILITY

This Waiver and Release of Liability ("Waiver and Release") is provided by Paddle Up, LLC, and all guides, staff, agents, directors and officers of such entity (collectively "Paddle Up").

In consideration of being allowed to participate in any way in Paddle Up program(s), clinic(s), lesson(s), rental(s) and related events and activities (collectively the "Activities") to be held at various Connecticut coastal locations (the "Premises"), the undersigned acknowledges, appreciates and agrees that:

_____ **Statement of Ability to Participate in Activities.** I have no illness, disease or existing injury or physical defect that would be aggravated by my participation in the Activities. I further acknowledge that if I develop an illness, disease or injury or physical defect that would be aggravated by my participation in the Activities, I will promptly notify Paddle Up and will discontinue my participation in the Activities. I agree I am physically capable of safely operating and handling the equipment and have adequate skills and knowledge to safely complete the planned Activities. I acknowledge that I can swim unassisted and that I can pull myself out of the water with little to moderate assistance.

_____ **Acknowledgement of Risk and Chance of Severe Injury.** I acknowledge that the Activities are likely to be active and potentially dangerous or hazardous and may result in accident, loss, damage or injury ranging from **unpredictable ocean or river currents, lightning, hypothermia, hostile or aggressive wildlife, drowning, death, falls, fractures, concussions, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, equipment failures, or my failure to wear a personal flotation device or use other protective gear, and negligence of others which may result in damage to property, serious injuries, disability, or death.** I understand that hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Activities. I understand Paddle Up assumes no responsibility for providing medical care during the Activities and I will have to pay for any medical care and/or evacuation that I incur. I am aware that these risks can be inherent to participation in the Activities and/or may result from physical contact with other participants, equipment, and/or improved or unimproved conditions on the Premises. I understand that risk and injury may result from my own, or another participant's actions, inactions and negligence, or from the action, inaction and negligence of others. I understand negligence means a failure to do an act which a reasonably careful person would do, or the doing of an act which a reasonably careful person would not do under the same or similar circumstances to protect him or herself, or others, from accident, injury or death.

_____ **Use of Equipment.** I acknowledge that adequate preparation has been made to ensure safe completion of the Activities, including finding the equipment in good working conditioning. Equipment includes kayaks, paddle boards, paddles, life vests (collectively "Equipment") I have read and agree to the Paddle Up Safety Instructions and Basic Rules. An agent of Paddle Up has instructed me on the use of the Equipment, and I had the opportunity to ask any questions regarding the use of Equipment. I understand I bear responsibility for all damage, loss or theft if the Equipment and shall return Equipment in the condition in which it was found. I understand I am not to leave Equipment unattended. I understand that an optional dry bag and phone case may be available and Paddle Up LLC is not responsible for dry bag malfunction or contents of lost bags including electronics, phones and keys. I understand the Equipment is to be used for the purpose intended and I understand paddles should not be used to push off the ground.

_____ **Waiver and Release of Liability and Agreement Not to Sue. I HEREBY RELEASE AND HOLD HARMLESS** from any legal liability, Paddle Up, the providers of any Equipment used in the Activities, land owner, municipal or governmental providers of use permits, and their respective employees, officers, and directors (the "Releasees"), from any and all claims, demands, losses or damages, including, but not limited to, injury, death or economic losses caused by or resulting from my participation in the Activities, including injury, death or economic loss caused by or resulting from the negligence of the Releasees, to the fullest extent permitted by law. I further agree **NOT TO SUE OR OTHERWISE MAKE ANY CLAIMS** against, or attach the property of, or prosecute any of the Releasees for any and all claims, demands, losses or damages, including injury, death or economic loss caused by or resulting from my participation in the Activities. I will defend, indemnify and hold harmless the Releasees for any and all liabilities, losses, costs, expenses (including, but not limited to attorney's fees), injury, death or damages caused by or resulting from my participation in the Activities.

_____ **Indemnification and Defense.** I promise to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Releasees against any and all claims to which this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Releasees against any and all claims for my own negligence, and any other claim arising from my conduct during the Activities. In accordance with these promises, I will reimburse the Releasees for any damages, reasonable settlements and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

_____ **Rules and Regulations.** I have read the "Paddle Up Safety Instructions and Basic Rules" and any other applicable guidelines promulgated by Paddle Up and agree that I will abide by such rules and regulations. I further agree that I will not use Equipment that I know, should know, believe and/or have reason to believe is dangerous or unsafe, and that I will immediately report such dangerous and unsafe condition(s) to a guide or other agent of Paddle Up as soon as possible. I agree to follow the rules for the Activities provided to me and to follow directions given to me by the leaders of the Activities, including WEARING A LIFE VEST OR PERSONAL FLOTATION DEVICE whenever I am on the water.

_____ **Consent to Emergency Medical Care.** I hereby authorize Paddle Up to obtain medical treatment for me, as may be necessary.

I HAVE READ THIS WAIVER AND RELEASE, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

DATE SIGNED: _____

(Adult Participant's Signature or Signature of
Parent/Guardian on Behalf of Minor Participant)

Primary Medical Insurance: I am covered by primary health/medical/accident insurance through: _____.

Physician Name: _____ Phone: _____

Emergency Contact Information:

Name: _____ Phone: _____ Relationship: _____

Yes No I permit photos to be taken during the Activities for advertising or commercial purposes.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)
YOU ARE SIGNING A WAIVER AND RELEASE OF LIABILITY.
PLEASE READ IT CAREFULLY BEFORE SIGNING

This is to certify that I am the parent / guardian with legal responsibility for the below named minor child; that I have read the above **ACTIVITY WAIVER AND RELEASE OF LIABILITY**; and that I am authorized to execute the **ACTIVITY WAIVER AND RELEASE OF LIABILITY** on behalf of the minor child. As the parent / guardian with legal responsibility for the minor child, I hereby **CONSENT** to the terms set forth in the **ACTIVITY WAIVER AND RELEASE OF LIABILITY** and **AGREE** to his / her release as provided therein of all the Releasees and for myself, my heirs and next of kin. Further, **I AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS** the Releasees from any and all liabilities incident to the minor child's involvement and/or participation in the Activities as provided in the **ACTIVITY WAIVER AND RELEASE OF LIABILITY, EVEN IF ARISING FROM THEIR NEGLIGENCE**, to the fullest extent permitted by law; and hereby give my **CONSENT** to the participation of the minor child in the Activities. I further represent that my minor child is at least twelve (12) years of age at the time of participation in the Activities. **The minor's date of birth is** ____/____/____

Child's Name: _____

Child's Address: _____

Name of Authorized Parent or Guardian (please print): _____

Phone: _____

Email: _____

Parent's Address (if different): _____

Signature of Authorized Parent or Guardian: _____