

Ultimate Boat Lifts Store

Waiver of Release of Liability

In exchange for receiving permission to rent Kayaks/Paddleboards and/or instruction and related activities and/or the use of the facilities, property, services, and equipment of Ultimate Boat Lifts, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Ultimate Boat Lifts, Dean Glover, their officers, agents, or employees, instructors and owners of equipment and land used for Paddleboarding (hereinafter referred to as "RELEASED PARTIES") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the rental activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES.

I hereby understand and agree for myself and if applicable the members of my family to this Release of Liability, Waiver of Legal Rights and Assumption of Risk and to the terms hereof as follows:

1. In this Release Agreement, the term "Related Activities" shall include all activities, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Released Parties and shall include but is not limited to: stand-up paddle boarding/kayaking, swimming, Stand Up Paddle Boarding Yoga and other forms of land or water-based activity; rental or use of standup paddle boards/kayaks or other equipment; demonstrations; instructional courses; loading, unloading of equipment including around motor vehicles; and other activities, events and services in any way connected with or related to Stand Up Paddleboarding/kayaking. (Initial here: _____)

2. I hereby RELEASE AND DISCHARGE the Released Parties from any and all liability, claims, demands or causes of action that I may hereafter have for injuries/damages arising out of my participation in Stand-up Paddle Boarding/kayaking activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. (Initial here: _____)

3. I further acknowledge that there are no warranties applicable to the purchase, rental or lease of Stand-up Paddle Boarding/kayaking equipment by me and that all warranties whether expressed or implied are excluded. THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID BOARD/KAYAK AND STAND-UP PADDLE BOARDING IS FIT FOR ANY PURPOSE, and that I am accepting the said Stand-up Paddle Boarding/Kayak equipment as is and I hereby acknowledge that I will personally examine the said equipment prior to my using of the same. (Initial here: _____)

4. I understand and acknowledge that Stand-up Paddle Boarding/Kayak activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN STAND-UP PADDLE BOARDING/KAYAKING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. (Initial here: _____)

5. I further agree that I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in Stand-up Paddle Boarding/Kayaking activities. (Initial here: _____)

6. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments and costs, including attorneys' fees, incurred in connection with any action brought as a result of my participation in Stand-up Paddle Boarding/Kayaking activities. (Initial here: _____)

7. I will take responsibility for, and hold harmless Released Parties for any injury that I may suffer or inflict upon others or their property as a result of my engaging in Stand-up Paddle Boarding/Kayaking activities. (Initial here: _____)

8. I agree to observe and obey all posted rules and warnings, and further agree to follow instructions or directions given by Dean Glover, owner of Ultimate Boat Lifts, or the employees, representatives or agents of Ultimate Boat Lifts. I also agree that I will operate the said Stand-up Paddle Boarding/Kayak equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual. (Initial here: _____)

9. I further represent that this Release of Liability, Waiver of Legal Rights and Assumption of Risk shall continue in full force and effect for so long as I engage in Stand-up Paddle Boarding/Kayaking activities which are in any way connected to or with the Released Parties. (Initial here: _____)

10. I further represent that I am at least 18 years of age, or that as the parent or (adult) legal guardian, I waive and release any and all legal rights that may accrue to me, to my minor child or to the minor child for whom I am (adult) legal guardian, as the result of any injury that my minor child, the minor child for whom I am (adult) legal guardian or I may suffer while engaging Stand-up Paddle Boarding/Kayaking activities. (Initial here: _____)

11. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risks is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in Stand-up Paddle Boarding/Kayaking activities including any claims by the negligence of the Released Parties by any of the undersigned. (Initial here: _____)

12. Social Media, Website, and Print: I consent to the use of photographs or likeness of me taken by Ultimate Boat Lifts, their staff and/or Dean Glover for the purposes of furthering awareness of the sport, products, and business through the medial means above. (Initial here: _____)

13. I agree to pay for all damages to the facility and equipment of Ultimate Boat Lifts caused by me or my family's negligent, reckless, or willful actions.

14. I have read and understood the above and acknowledge the same constitutes a release of liability and a waiver of my legal rights and also acknowledgment of the assumption of liability by me of all risks arising out of my engaging in Stand-up Paddle Boarding/Kayaking activities. (Initial here: _____)

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT ON MY OWN FREE WILL AND AGREE TO BE BOUND BY IT.

This the _____ day of _____, 20_____

Signature of Adult Participant/Name of Minor Child

Signature of Parent or Guardian of Minor Child

Name of Adult Participant (Please Print)

Name of Parent or Guardian of Minor Child (Please Print)

DECLARATION OF FITNESS FOR STAND-UP PADDLE /KAYAKING

I understand that I may create a dangerous situation for other persons or myself during Stand Up Paddle Boarding if I have, or have had, certain medical conditions.

I hereby declare that I am physically fit and have good swimming ability. I do not, and have not, suffered from any health conditions which may lead to a dangerous situation with regard to other persons or myself during Stand-Up Paddle Boarding/Kayaking.

Even though I have/may have, a health condition, by signing this form I still choose to participate in the activity of Stand-Up Paddle Boarding/Kayaking and agree to waive all responsibilities to the Released Parties concerning any consequences that would result from my actions.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity and that I am not participating against medical advice or treatment.

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 Stand-Up Paddle Boarding/Kayaking activities, I will notify Ultimate Boat Lifts immediately. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately notify the nearest official and discontinue further participation in the Activity.

I have read the above Declarations, understand them, and I agree to be bound by them.

Signature of Adult Participant

Date

Name of Adult Participant (Please Print)

Name of Minor Participant (Please Print)

Signature of Parent or Guardian if Participant is a Minor
(And by their signature, they on my behalf release all claims that both they and I have.)

Name of Parent or Guardian (Please Print)

Date

Address of Parent or Guardian

Phone