Brent Allen Outside

Stand Up Paddle Board Instruction*Training*Touring

Waiver and Release of Liability Agreement

Name:	Age:
Email:	_ Mobile Phone #
Emergency contact:	_ Phone #

This is a legally binding agreement, which will inhibit your ability to sue for injuries you may receive while participating in stand up paddle board and fitness training activities through Brent Allen Outside.

<u>Please read through this agreement carefully and do not sign unless you agree to all of the terms and conditions outlined below.</u>

Safety Warning & Assumption of risk:

Participants are advised that they should be in good physical condition because stand up paddle boarding and dry land training involve strenuous physical activity. Participants are further advised that stand up paddle boarding takes place in a natural environment, in conditions that may be hazardous and that are subject to change at any time and with little to no warning. Aspects of the environment which may be hazardous include, but are not limited to the following: submerged rocks, sand bars, strong currents, boaters, lightning, marine wild life (marine mammals, Fish, Jelly fish, sea urchins) Kelp, high winds, cold water temperature, fast moving storms and conditions caused by other participants. I acknowledge that open water activity is inherently dangerous, and I participate at my own risk. There is risk of serious injury and death in connection with this activity, and I expressly assume the risks for any damages to myself, and other persons or property resulting from my participation.

Release of liability and waiver of claims; Indemnification:

*BRENT ALLEN OUTSIDE (BAO)

For and in consideration of BAO permitting the undersigned participant to enroll in and participate in stand up paddle board activities through BAO, the undersigned, on behalf of himself/herself, and his/her heirs, executors, administrators and assigns, hereby voluntarily releases, discharges, waives and relinquishes and agrees to hold harmless BAO and independent contractors (Indemnified Parties), from and against any and all claims, demands, liabilities, suits, actions, causes of action, damages, injuries, losses, costs and expenses (including without limitation, attorney's fees, court costs, consultant fees, expert fees and other litigation – related expenses), of whatsoever kind or character, directly or indirectly resulting from, arising out of or in connection with, or relating to the undersigned's participation in stand up paddle board activities through BAO, including, with limitation, engaging in stand up paddle boarding on stand up paddle boards provided by BAO. This release and indemnification extends to and includes any and all claims for bodily injury, death, sickness, disease, property damage or destruction, consequential damage, or economic loss caused to or suffered by the undersigned. This release and indemnification is not limited to

damages, compensation, or benefits payable under insurance policies. For the same consideration, the undersigned does for himself/herself, his/her heirs, and executors. Administrators and assigns, agree that under no circumstances will he/she or his/her, heirs, executors, administrators and assigns prosecute or present any claim for bodily injury, property damage or wrongful death against the Indemnified Parties. THE PROVISONS OF THIS RELEASE AND INDEMINIFICATION SHALL REMAIN AND BE IN FULL FORCEAND EFFECT EVEN IF ANY CLAIM, DEMAND, LOSS, LIABILITY, DAMAGE OR EXPENSE, OR CLAIM THEREFOR, DIRECTLYOR INDIRECTLY RESULTS FROM, ARISES OUT OF OR RELATES TO, OR IS ASSERTED TO HAVE RESULTED FROM, ARISENOUT OF, OR BE RELATED TO, IN WHOLE OR IN PART, STRICTLIABILITY OR ONE OR MORE NEGLIGENT ACTS OR OMISSIONS OF BAO, OR ANY OF HIS INDEPENDENT CONTRACTORS OR ENTITY ACTING ON BEHALF OF BAO, THE PARTIES INTENDING HEREBY TO SATISFY THE EXPRESS NEGLIGENCE DOCTRINE.

Declaration of Fitness for Stand up Paddle boarding and outdoor fitness training

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 and outdoor fitness training.

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 and outdoor fitness training I 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.

As a condition of my participation, I further agree:

- I will follow instructions given to me by any person conducting the activity, including wearing a PFD. Based on location and conditions. Safety is priority 1.
- I also understand that I should not and may not participate in any BAO activity if I am under the influence of alcohol or drugs.

I have read the above Release of liability, assumption of risk, and declaration of fitness.

Signature of Participant

Date

Signature of Parent or Guardian if participant is a Minor Date