



Jersey Paddle Boards, LLC.
 622 Jersey Ave., Greenwood Lake, NY 10925
 845-554-0787

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

Express Assumption of risk Associated with use of rental equipment and lessons from Jersey Paddle Boards, LLC. and Related Activities

I _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Jersey Paddle Boards, LLC. and related water sport activities to which I am about to engage, including but not limited to:

- 1) changing water flow, tides, currents, wave action, and ship's wake
- 2) collision with any of the following: a) other participants b) the Jersey Paddle Boards, LLC. representatives or equipment c) man-made or natural objects
- 3) wind shear; inclement weather; lightning; variances and extremes of wind, weather, and temperature
- 4) my sense of balance, physical condition, ability to operate board, swim and/or follow directions
- 5) collision, capsizing, sinking, other hazard that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning
- 6) the presence of insects and marine life forms
- 7) equipment failure or operator error
- 8) heat or sun-related injuries or illnesses, including sunburn, sun stroke or dehydration
- 9) fatigue, chill and/or reaction time and increased risk of an accident
- 10) I specifically acknowledge that I have read, understand, and agree to abide by the Jersey Paddle Boards, LLC. operational instructions at all times and that I have been trained in the safe use of Jersey Paddle Boards, LLC. equipment to my complete satisfaction, and I am physically/mentally able to participate in the water sport activities in which I am about to engage. I specifically waive any defense insofar as this contract is concerned that may arise as a result of any state or local law and/or regulation or policy that may impact its enforceability.

Condition of Jersey Paddle Boards, LLC. equipment upon Return or Picking Up

The Renter shall return or have picked up by Jersey Paddle Boards, LLC. equipment clean and in the same condition as it was in when given to Renter, excepting ordinary wear and tear. If rental equipment is delivered it will be in same condition as it was in when given to Renter excepting ordinary wear and tear the Renter shall be responsible for any damage caused to the Jersey Paddle Boards, LLC. equipment during the rental period. Company shall charge any repair amount to credit card given at time of rental to cover repairs for such damages. To the extent that damage to the Jersey Paddle Boards, LLC. exceed the amount of a minor repair, Renter shall be billed by Company for the full amount damages caused by Renter during the rental period, including reasonable attorney's fees.

Jersey Paddle Boards, LLC Damage Fee (Not limited to these items)

Broken/missing fin:	\$45.00;	Broken/missing paddle:	\$150.00;
Broken/missing belt pack PFD:	\$125.00;	Broken/missing traditional PFD:	\$75.00;
Repair of boards:	\$100.00 per hour labor; <i>boards beyond repair will be the charged the wholesale cost of board.</i>		

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being allowed to participate in the above-described activities, as well as the use of any of the facilities and the use of the equipment of the below listed releases, I hereby agree as follows:

- 1) To waive and release any and all claims based upon negligence, active or passive, with the exception of intentional, wanton, or willful misconduct that I may have in the future against all of the following named persons or entities herein referred to as releases: Jersey Paddle Boards, LLC., and its staff and independent contractors.
- 2) To release the releases, their officers, directors. employees, representatives, agents, independent contractors and volunteers, and stand-up paddle boards and/or accessories from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, 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 releases or conjunction with any injury or loss of life 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 releases, other than what is set forth in this Agreement. I hereby declare that I am of legal age and am competent to sign this Agreement, or, if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.

I have read this Agreement, understand it, and I agree to be bound by it.

Printed Name of Participant

Printed Name of Parent or Guardian

Signature of Participant

Signature of Parent or Guardian

Date Signed

Date Signed