

*******STAND UP PADDLE BOARDING CAN BE A DANGEROUS SPORT*******

**WAI NANI SURF & PADDLE AND ALL ITS' ENTITIES & PROGRAMS
PARTICIPATION AGREEMENT AND GENERAL RELEASE OF CLAIMS**

SINCE STAND UP PADDLE BOARDING (SUP) IS AN INHERENTLY DANGEROUS SPORT, WE REQUIRE ALL WAI NANI SURF & PADDLE AND ALL ITS' ENTITIES AND PROGRAMS RELATED TO WAI NANI SURF & PADDLE ("WNSP") PARTICIPANTS TO ASSUME ALL RISKS BY SIGNING THIS PARTICIPATION AGREEMENT AND GENERAL RELEASE ("AGREEMENT"). THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS, SO READ IT CAREFULLY BEFORE SIGNING IT.

I acknowledge that I have (or my child has) requested participation in WNSP. I understand that participation is dangerous. I hereby freely make the following contractual representations and agreements:

ASSUMPTION OF RISK. I am fully aware of the risks and hazards inherent in SUP, and in participating in WNSP. Such risks and hazards include, but are not limited to, being hit by a stand up paddle board, collision with other SUPers or their boards, hitting the bottom of the lake, river or creek, exhaustion, dehydration, water pollution, sun burn, exposure to fish, seaweed, algae and all other forms of aquatic life and accidental drowning. I further understand there is the possibility of death or serious physical or mental trauma or injury (e.g. paralysis) associated with SUP. I hereby voluntarily assume all risks of loss, damage, injury, or death that may be sustained by me (or my child) and any damage to any of my property or (my child's property) while I am (or my child is) a participant in WNSP.

FITNESS FOR PARTICIPATION. I certify that I have (or my child has) adequate insurance to cover any injury or damage I may (or my child may) cause or suffer while participating in WNSP, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I (or my child) may have, including, but not limited to: pregnancy, heart condition, back problems, loss of consciousness, and/or epilepsy.

RELEASE, WAIVER AND INDEMNITY AGREEMENT. In consideration of being permitted to participate in WNSP, I personally and for all of my personal representatives, agents, assigns, heirs, children, and next of kin:

1. Hereby voluntarily release, waive, relinquish, and discharge WNSP, and its owners, officers, directors, agents, representatives, employees, sponsors, volunteers, participants, and all other persons or entities acting in any capacity on their behalf (hereinafter referred to as "Releasees") as well as the State of Minnesota and the Cities in all its entities from any and all liability to me (or my child) for injury or loss to my (or my child's) person or property or my (or my child's) death, whether caused by the negligence of Releasees or otherwise, which arises out of or is related, directly or indirectly, to my (or my child's) participation or association with WNSP.

2. Hereby agree to indemnify and save and hold harmless the Releasees from any loss, liability, damage, or cost they incur, directly or indirectly, due to my (or my child's) actions or omissions related to or arising out of my (or my child's) participation or association with WNSP, and whether caused by the negligence of the Releasees or otherwise.

I expressly agree that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by applicable law.

RESPONSIBILITIES AS A PARTICIPANT. I understand and agree that it is my (or my child's) sole responsibility to: 1) properly use SUP equipment while a participant in WNSP; and 2) obey all rules and regulations of WNSP. I understand and agree that situations may arise during WNSP activities which may be beyond the immediate control of the Releasees, and that I (or my child) must, at all times, SUP and behave in such a manner that does not endanger myself (or my child).

PERMISSION TO USE IMAGE. I hereby grant the Releasees the right to use my (or my child's) photographic image, video image, and reproductions of SUP images for any marketing, promotion, or commercial purpose in their sole discretion as they see fit without any financial reimbursement to me (or my child).

ATTORNEY'S FEES: CONSENT TO JURISDICTION. The prevailing party in any proceeding brought to enforce the terms of this Agreement will be entitled to recover from the other party all damages, costs and expenses, including without limitation, attorney's fees, incurred as a result of such action. Further, I voluntarily agree to subject myself (or my child's) to the exclusive jurisdiction of the Superior Court of the County of Hennipen, State of Minnesota, and no other jurisdiction, regardless of the location of my (or my child's) residence. This consent to jurisdiction is not valid unless I sign this Agreement.

ENTIRE AGREEMENT: GOVERNING LAW. This Agreement constitutes the full, complete, and exclusive agreement between WNSP and me with respect to the subject matters herein. This validity of this Agreement, and of its terms and condition, as well as the rights and duties of the parties hereto, will be governed and construed under the laws of the State of Minnesota, without regard to conflict of law rules.

SEVERABILITY: HEADINGS. In the event any provision of this Agreement is determined to be unlawful, such provision will be deemed to be severed from this Agreement and every other provision of this Agreement will remain in full force and effect. I understand that the headings set forth in this Agreement are for the convenience of the parties only and do not, and are not intended to, summarize the agreements and obligations set forth in the Agreement itself.

I have read this entire Agreement and am signing it freely and voluntarily prior to participation in WNSP. I understand that I am (and my child is) legally bound by the terms and provisions contained in this Agreement.

X _____

Participant's Name (Please Print)

X _____

Participant's Signature (if Minor, Parent or Guardian's Signature)

Today's Date: _____

Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

Date & Time of Lesson/Rental: _____

SUP Safety: Wai Nani Style

1. Always SUP with a buddy
2. Avoid high wind conditions and off shore breeze
3. Be aware of changing weather conditions
4. Avoid paddling if waves are large or currents are strong
5. Wear a leash if water conditions require one
6. Avoid crowds –watch out for swimmers, kayakers, boats and divers
7. Keep out of beach swim areas
8. Fall AWAY from your board and paddle
9. Cover your head when you fall
10. Be aware of current and boat chop
11. Approach wakes or waves board nose first, fin back
12. Avoid waves hitting the SUP board from the side
13. Stay out of boat launch areas
14. If needing to enter a boat launch area, come in on knees
15. Learn to SUP on flat water
16. Don't surf the SUP unless you are an experienced surfer
17. Wear a personal flotation device (PFD) at all times
18. Take a break when tired, sit or kneel on the board
19. Use care and caution when entering rocky areas
20. Use a hat and sunscreen
21. Be respectful of wildlife and water plants
22. Absolutely no littering

Return all equipment (board, paddle, PFD and leash) to Wai Nani Surf & Paddle staff. Do not leave on beach. Please remove all sand and seaweed prior to return. Thank you!

****SUP Renters are financially responsible for any damage to equipment****

X _____

Participant's Name (Please Print)

X _____

Participant's Signature (if Minor, Parent or Guardian's Signature)

DATE: _____