Hawaiian Paddle Sports LLC

SPORT PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

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

I, _____do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with activities with **Hawaiian Paddle Sports LLC,** transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. **Inherent hazards and risks include but are not limited to**:

1. Risk of injury from the activity and equipment utilized is significant including the potential for **broken bones**, severe **injuries to the head, neck, back** and/or **surfers' myelopathy, drowning,** or **other bodily injuries** that may result in **permanent disability or death.**
2. Possible **equipment failure** and/or malfunction or misuse of my own or others' equipment, which may result in injury.
3. I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, I understand that protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to: the wearer's **face**, **neck or spinal cord or from surfers' myelopathy.**
4. Variation in terrain, wind, temperature and water conditions, including but not limited to waves, currents, shore break, tides, marine life, blowing sand, trees, rocks, other persons and their equipment, and other natural and man-made hazards.
5. My **own negligence** and/or the **negligence of others**, including but not limited to **operator error** and instructor/guide decision-making including misjudging ocean conditions, weather, equipment or obstacles.
6. Exposure to the elements and temperature extremes may result in heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
7. Dangers associated with exposure to natural elements included but not limited to tsunami, hurricane, inclement weather, thunder and lightning, severe and/or varied winds, temperature, sea conditions and marine life.
8. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
9. **Impact or collision** with other participants, spectators, employees, pedestrians and motor vehicles.

***I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death**.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the activities**,** I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH,** or loss or damage to person or property, **WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE,** the following named persons or Hawaiian Paddle Sports LLC
2. To release the Releasees, their officers, directors, employees, representatives, agents, and volunteers from any and all liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, 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 Releasees or otherwise. By executing this document, I agree to hold the Releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my 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 Releasees, other than what is set forth in this Agreement.
4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement.

_____ (please initial) Photo Release: I agree that Hawaiian Paddle Sports LLC and its affiliates may use or sell photographs or videos of me for any lawful purpose including publicity, illustration, commercial art, advertising, social media & web content and I will not be compensated for any profits made from these.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____ _____ _____

Signature of Adult Participant **Name of Adult Participant (Please Print)** **Date**

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Legal Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns and next of kin.

X_____ _____ _____

Signature of Parent or adult legal Guardian **Name of Parent or Adult Legal Guardian (Please Print) Date** **Name of Minor**

If Participant is a Minor, and by their signature, they on my behalf, release all claims that both they and I have.