

Stand Up Paddleboarding and Kayaking Voluntary Acknowledgement of Risks, Release of Liability and Indemnity Agreement

First Name	Last Name	Middle Initial		
Street Address	City	State	Zip Code	
Email Address	Telephone Number			
Date of Birth	Age	State Driver's License Number	Issuing State	Expiration Date
Emergency Contact Name	Emergency Contact Number			

Please let us know how you heard about us _____

STAND UP PADDLEBOARDING AND KAYAKING (COLLECTIVELY REFERRED TO AS THE "ACTIVITIES") ARE EXTREME SPORTS AND HIGH RISK RECREATIONAL ACTIVITIES. BEING IN PROXIMITY TO THE ACTIVITIES AND THE LOCATION AND/OR FACILITIES WHERE THE ACTIVITIES ARE PERFORMED (THE "STAND UP PADDLE/KAYAK AREA") MAY RESULT IN PHYSICAL OR MENTAL INJURY, ILLNESS OR DISEASE, OR DEATH.

This document affects your legal rights. By writing your signature below, you acknowledge that you have read and understood the disclosures of risks, voluntarily accept those risks and agree to be bound by all terms of this Stand Up Paddleboarding and Kayaking Voluntary Acknowledgement of Risks, Release of Liability and Indemnity Agreement.

My signature acknowledges that I or the minor for whom I am a legal guardian (collectively referred to as "I", "me", or "my") have voluntarily chosen to participate in the Activities and to use the facilities at Margaritaville Hollywood Beach Resort, including but not limited to the Stand Up Paddle/Kayak Area (collectively referred to as the "Facilities").

In consideration of the permission to participate in the Activities and use the Facilities, I hereby acknowledge, agree, promise and covenant on behalf of myself, my heirs, successors, assigns, personal representatives and estate with (a) Margaritaville Hollywood Beach Resort, LP, (b) Margaritaville Hollywood Beach Resort, (c) Stand Up Paddle Lessons LLC DBA Waterway Adventures ("SUPL"), and each of their respective lessors, parent companies, subsidiaries, related companies and business concerns, past and present, as well as each of their respective partners, trustees, directors, officers, members, intellectual property holders, agents, attorneys, servants, independent contractors and employees, past and present, (collectively referred to as "Releasees") as follows:

ACKNOWLEDGEMENTS OF RISKS: I UNDERSTAND AND ACKNOWLEDGE that the Activities in which I am about to voluntarily engage bear certain known risks and unanticipated risks that could result in PHYSICAL OR MENTAL INJURY, DEATH, ILLNESS OR DISEASE, LOSSES OR DAMAGE to me or my property. I understand and acknowledge those risks may result in claims against Releasees. However, I am making an informed choice to voluntarily accept and assume such risks due to the thrills, excitement and benefits of the Activities, and I agree that the benefit of the Activities outweigh the risks, which include but in no way are limited to:

- (1) The acts, omissions or negligence in any degree of the Releasees; (2) the risks inherent in the Activities, including but not limited to any injuries such as a) broken bones, b) dislocations, c) torn ligaments and tendons, d) sprains and strains, e) cuts to the head, body and/or limbs, f) torn nails, and g) bumps and bruises suffered while riding these extreme sporting attractions; (3) latent or apparent defects or conditions of the Activities or the Facilities; (4) improper or inadequate instruction or supervision

regarding the Activities or use of the Facilities (5) the behavior of co-participants; (6) accidents or incidents in the Facilities, including but not limited to accidents or incidents in wet areas, such as pool decks, tiled, concrete or other wet surfaces; (7) inclement weather, climate or environmental conditions and/or (8) first aid, emergency treatment or services rendered or failed to be rendered by the Releasees.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated, may also result in injury, death, illness, disease, or damage to me or to my property. I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, disease or disablement which would or could potentially affect participation in the Activities or use of the Facilities. Further, I acknowledge that I am not purchasing or leasing the attraction, but rather, am being afforded a nonexclusive right to use the attraction. Additionally, I acknowledge that the Releasees are providing recreational services.

VOLUNTARY ACCEPTANCE AND ASSUMPTION OF RISK AND RESPONSIBILITY: I EXPRESSLY AND VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE, OR DAMAGE to me or to my property arising from the participation in the Activities or use of the Facilities.

RELEASE AND INDEMNITY: I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE Releasees and all other persons or entities affiliated therewith, from any and all liability, claims, losses, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in the Activities or use of the Facilities, including, but specifically not limited to any and all negligence or fault of Releasees. I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply to all current and future participation in the Activities or use of the Facilities. I understand that this RELEASE OF LIABILITY will prevent me, my child, my heirs, successors, assigns or my estate from bringing any action at law, suit in equity, or other jurisdictional proceeding or making any claim for damages, injury or death in the event of damage, injury or death arising from participation in the Activities or use of the Facilities. I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY the Releasees, and all other persons or entities affiliated therewith, from all liability, loss, damage, claims, expenses, costs (including, but not limited to attorneys' fees), or any other costs incurred in connection with, related to or arising out of my participation in the Activities or use of the Facilities, including, but not limited to claims for mental or bodily injury, wrongful death or property damage that may be filed by me, my child, my heirs, successors, assigns or my estate. Such indemnity and defense obligation shall further extend to any claim, loss or lawsuit which alleges that I negligently or intentionally caused any injury, death or damage to spectators or other third parties in the course of my participation in the Activities or use of the Facilities.

RELEASE OF ALL RIGHTS RELATED TO MY AUDIO AND PHOTOGRAPHIC IMAGE: I hereby agree to a blanket release of all rights related to my audio and photographic image that may arise out of my participation in the Activities or use of the Facilities. I understand that this release includes any and all marketing, promotion or advertising that may occur anywhere and anytime on any media as later used by Releasees. Further, I hereby grant full permission for Releasees to record any or all of my participation and my name and likeness in the Activities for photos, motion pictures, TV, radio, Internet, recordings, videotapes, and other media, known or unknown, and to use them in perpetuity, no matter by whom taken or recorded, in any manner for publicity, promotions, advertising, trade or commercial purposes, without any reimbursement of any kind due to me or the need to pay me any fee whatsoever. I agree that Releasees will be the exclusive owner of all rights, including but not limited to the copyrights, in and to the recordings and the results and proceeds of my participation hereunder ('Materials'). I agree that the Materials shall constitute a 'work made for hire' pursuant to the United States Copyright Act. To the extent any of the Materials are not considered a 'work made for hire,' I hereby assign all rights in the Materials to Releasees. Such assignment shall be deemed irrevocable and coupled with an interest.

ENTIRE AGREEMENT, SEVERABILITY AND VENUE: I understand that this is the entire Agreement between the undersigned and Releasees, and that it cannot be modified or changed in any way by the representations or statements of Releasees or any employee or agent of Releasees, or by the undersigned. I understand and agree that this Agreement is severable and that if any clause is found to be invalid, the balance of the Agreement will remain in effect and will be valid and enforceable. I agree that any action will be brought in the appropriate court located in Broward County, State of Florida. Any disputes will be subject and determined under the laws of the State of Florida.

AREA OF USE: I agree to engage in the Activities and use the equipment associated therewith within the area defined as: North of Hollywood Blvd. Bridge on Intracoastal Waterway and South of Garfield Street Parking Garage and East of the Western Border of West Lake.

LIABILITY FOR DAMAGE OF EQUIPMENT: When engaging in the rental or use of equipment in connection with my participation in the Activities, I agree to accept all responsibility to maintain the condition and whereabouts of all the equipment rented for the entire rental period and to pay all repair and/or replacement costs for any damage or theft that may occur to equipment during the rental period. Should I damage a piece of equipment, as determined in the reasonable discretion of SUPL, I agree to pay a damage fee of \$1,000 for Stand-Up Paddle Boards and \$1,200 for Kayaks. Should a rental become lost or stolen the maximum liability limit will be charged. Reasonable wear and tear will not be held against the renter.

CIRCUMSTANTIAL FEES: I understand that environmental conditions can hinder participation in various water sports. I understand that a full rental refund due to inclement weather, environmental factors, or similar circumstances will not be granted. A \$15/person minimum will be retained by SUPL in the event that a rental period is ended early due to environmental conditions. Environmental conditions may include, but are not limited to, inclement weather, tidal change, rip and lateral currents, encounters with wildlife or marine life, shifts in sandbars and heat or cold related incidents.

LIFEJACKET WAIVER: I understand that a lifejacket was provided for my use and that it was suggested to be worn while on the water at all times. I further understand that wearing a lifejacket during participation in the Activities is not mandatory, and by signing below I waive any right to sue for any damages or injuries, including death, caused by choosing to not wear a lifejacket. By choosing to not wear a lifejacket I confirm that I am confident in my swimming ability.

I have read this entire document, understand it completely, and agree to be bound by its terms.

Participant's Legal Name (please print): _____

Participant's Signature: _____ Date: _____

(If Participant is a minor) Legal Guardian Name: _____

(If Participant is a minor) Legal Guardian Signature: _____ Date: _____

AFFIDAVIT OF PARENT OR LEGAL GUARDIAN

I, the undersigned, declare that I am the parent of, or the legal guardian of, the below named minor, and have the capacity to execute documents on behalf of such minor. I understand that as a condition to the below-named minor participating in the Activities, the parent or legal guardian of the minor must sign certain legal documents, including but not limited to an Acknowledgements of Risks, Releases, and Indemnity Agreements. I am signing those documents, freely, without any fraud or duress and acknowledge that I have read and understand the same. In the event that it is determined that I am not the parent or legal guardian of the minor, or did not have the legal capacity to execute the documents on behalf of said minor, then I agree to defend and indemnify all of the above-named Releasees against any loss, damage, liability, claims, expenses (including attorneys' fees) and any other costs whatsoever as a result of, arising out of or in connection with the minor's participation in the Activities or use of the Facilities, including, but not limited to any injury or death. I understand that this indemnity provision is in addition to (and not in lieu of) any other indemnity provision found in this document.

Participant's Legal Name (please print): _____

Legal Guardian Name: _____

Legal Guardian Signature: _____ Date: _____