

STANDUP SURFING PADDLEBOARD RELEASE FORM

I understand the purpose of signing this document is to exempt and release the StandUp Surfing LLC, its employees, its agents, its endorsers and its vessels (whether owned, operated, leased, chartered or rented), and the City of Daytona Beach, Ponce Inlet from liability and to hold these entities harmless from any and all damages arising as a consequence of the following and/or other acts or omissions on their part, including but not limited to negligence. I acknowledge that I am fully informed of the inherent hazards and risks associated with non-motorized (i.e. paddleboards) personal watercraft and related water sport activities in which I am about to engage.

I understand that there are inherent risks involved with paddle boarding including, but not limited to equipment failures, perils of the sea or waterways, act of other participants, adverse lagoon and weather conditions and I hereby assume such risks. I am physically/mentally able to participate in the water sport activities in which I am about to engage and able to board and disembark from a paddleboard unaided and I will not hold StandUp Surfing LLC., its employees, agents, endorsers or other associated parties responsible If I am injured as a result of ANY problems (medical, accidental or otherwise) which occur while paddling or riding on the paddleboard or participating in the trip.

I understand I have a duty to exercise reasonable care for my own safety and I agree to do so. Water shoes, insect repellent, suntan lotion and water are my own responsibility. I will alert my guide immediately during my trip or lesson if I am uncomfortable with my paddleboarding abilities. I will do my best to protect StandUp Surfings equipment and Paddleboards and I will be responsible for the repair and/or replacement of major damage or loss. I will inspect my equipment prior to taking possession and alert StandUp Surfing of any major damage.

I understand that the guides/instructors have limited medical facilities. Appropriate medical care must be summoned by phone/radio & treatment will be delayed until I can be returned to shore and/or transported to a proper care facility. StandUp Surfing LLC. has made no representations to me that they can or will perform safe rescues or first aid. In the event I show signs of distress or call for first aid, I would like assistance and will not hold StandUpSurfing LLC, its employees, volunteers or their guests responsible for their actions in attempting the performance of rescue or first aid. If participating in a guided tour I will be present for the safety presentation given by the guide /instructor and be attentive. If there is anything I have been taught differently or do not understand, I will immediately inform the guide/instructor. 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: StandUp Surfing LLC, City Of New Smyrna Beach, City of Edgewater, City Of Daytona Beach, City of Ponce Inlet, their agents and associated parties.
2. To release their officers, directors, employees, representatives, agents and volunteers and vessels 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 otherwise, with the exception of gross negligence. By executing this document, I agree to hold the releases harmless and indemnify them in conjunction with any injury or loss of life that may occur as a result from engaging in the above activities.
3. I specifically waive any defense insofar as this contract is concerned that may arise as a result of any State, Federal or local law and/or regulation or policy that may impact its enforceability.

4. I understand that all of these conditions also apply to the minor(s) listed on the reverse page.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY IT FROM THE DATE OF MY SIGNATURE AND FOREVER INTO THE FUTURE.

NAME: (PLEASE PRINT) _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ EMAIL: _____

SIGNATURE: _____ DATE: _____

ONLY THOSE SIGNING FOR MINORS COMPLETE THIS SECTION (UNDER 18 YEARS OF AGE)

In consideration of the Minor(s) listed below being permitted by StandUp Surfing LLC. To participate in this activity and to use its equipment and facilities, I further agree to indemnify and hold harmless the StandUp Surfing LLC. from any and all claims which are brought by or on behalf of the Minor(s) and in any way connected with the use of participation by Minor(s).

PARENT/GUARDIAN NAME:(PLEASE PRINT) _____ DATE: _____

MINOR NAME: _____ AGE: _____

MINOR NAME: _____ AGE: _____

MINOR NAME: _____ AGE: _____

CREDIT CARD INFORMATION

TYPE OF CARD (VISA, AM EX, MASTERCARD) _____

CREDIT CARD #: _____ EXP DATE: _____ 3 DIGIT CODE: _____

NAME AS IT APPEARS ON CARD: _____

ADDRESS OF CARD HOLDER: _____

TOTAL COST OF TOUR: (WONT BE BILLED UNTIL COMPLETION OF TOUR OR ADHERED TO CANCELLATION POLICY): _____

CANCELLATION POLICY: HALF OF THE TOTAL COST OF TOUR WILL BE CHARGED TO THE CREDIT CARD ABOVE IF TOUR IS NOT CANCELLED WITHIN 48 HOURS OF TOUR DATE