

The participant agrees to refrain from using alcohol or drugs prior to and during any participation in the Activity. The participant agrees to wear a Coast-Guard- approved personal flotation device (PFD or life jacket) during the entire time that they are participating in the Activity.

If the participant observes any significant hazard during their participation in the Activity, the participant will remove themselves in an expedient manner from the hazard and bring such hazard to the attention of an agent of Surf'SUP Colorado llc as soon as possible. The participant agrees to exercise all necessary caution during the Activity and to obey the safety directives and requirements of any agent of Surf'SUP Colorado llc leading the Activity.

The participant understands that while an agent of Surf'SUP Colorado llc may have first aid training, they are not trained in extensive emergency medical procedures and, in the event of a serious medical emergency, professional medical treatment may be delayed. The participant authorizes Surf'SUP Colorado llc and/or its authorized personnel to call for medical care for the participant and/or transport the participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for the participant. The participant agrees that upon their transport to any such medical facility or hospital that the releasees shall not have any further responsibility for the participant. The participant agrees to pay all costs associated with such medical care and related transportation provided for themselves and shall indemnify and hold harmless the releasees of and from any costs incurred therein.

RELEASE & WAIVER OF LIABILITY: I, the undersigned, for myself, my heirs, representatives, assigns, and next of kin, in consideration of my participation in the Activity, do fully and forever release, waive, discharge, hold harmless, and covenant not to sue the releasees from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for death, personal injury, or property damage and from any and all claims, demands, suits, loss, and causes of action asserting or on account of death, personal injury, or property damage suffered or sustained by me or any person or property as a result of or arising out of my participation in the Activity, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.

I, the undersigned, agree that any and all disputes between myself and the releasees arising from my participation in the Activity and/or use of any associated equipment, and including any claims for personal injury and/or death will be governed by the laws of the federal, state and/or local jurisdictions where the alleged tort occurred.

I, the undersigned, acknowledge that I have read this release of liability and assumption of risk agreement. I fully understand its terms and understand that I have given up substantial rights by signing it. I sign this Activity Release and Waiver freely and voluntarily without any coercion or inducement. I agree that no oral statements or representations, apart from the language of the above agreement, have been made. I will be responsible for the full replacement cost of any equipment I have rented from Surf'SUP Colorado llc and agree to pay for damages to or replace such equipment in the event of any damages other than reasonable wear and tear.

Participant's Signature _____ Age _____ Date ____/____/____

FOR PARENTS/GUARDIANS OF PARTICIPANT(S) OF MINOR AGE (under age 18): This is to certify that I, the undersigned, as parent/guardian with legal responsibility for the minor participant(s) named below, do consent and agree to his/her release, as provided above, of the releasees, and that I, for myself, my heirs, representatives, assigns, and next of kin, do release and agree to indemnify and hold harmless the releasees from any and all liability as a result of or arising out of my minor child's participation in the Activity, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.

Minor Participant's Name _____ Age _____

Minor Participant's Name _____ Age _____

Minor Participant's Name _____ Age _____

Minor Participant's Name _____ Age _____

Parent/Guardian Signature _____ Date ____/____/____