

STAND UP PADDLE BOARD YOGA

Tides of Life SUP Yoga LLC

Customer: _____

Definition: The terms You and/or Your throughout this Agreement shall mean the Customer above. If You are the parent or legal guardian of any minor children (under the age of 18) then the term You and/or Your shall also include each and every minor child identified in this Agreement below. The Term “TIDES OF LIFE SUP YOGA LLC” throughout this Agreement shall mean Tides of Life SUP Yoga LLC, its employees, agents, volunteers, officers, directors, managers, members, agents, affiliated companies, parents, subsidiaries, shareholders, and/or contractors of such entities (“Releasees”).

I. TERMS

- (a) By signing below, You hereby represent that You are in good physical condition and have no medical impairments that may inhibit Your ability to participate in stand up paddle board activities. Furthermore, You hereby represent that You have no physical or mental condition(s) that should preclude You from so, participating, that You are not participating against medical advice or treatment and that You have not been diagnosed by a registered doctor as having a terminal illness. You further declare that in the event that You feel ill or unwell, have any physical complaints whatsoever, or if an injury is sustained of any kind during the course of the activities offered by TIDES OF LIFE SUP YOGA LLC, You will notify the guide (if applicable) or other representative of TIDES OF LIFE SUP YOGA LLC immediately and prior to disembarking from any vessel, if applicable.
- (b) You acknowledge and understand that participating in stand up paddle board activities such as those provided by TIDES OF LIFE SUP YOGA LLC exposes you to certain inherent risks, including, without limitation, the following:
 - 1. Falling/jumping off SUPs may cause cuts, broken bones and other injuries, permanent disability or death;
 - 2. Exposure to water hydraulics or currents, hidden or obvious obstructions, and/or debris that can cause drowning or other harm;
 - 3. Possible equipment failure and/or malfunction of equipment;
 - 4. Running into objects, persons or animals, including but not limited to barely submerged objects and other hazards that are not visible;
 - 5. Operator error and/or the negligence of others, including but not limited to Releasees hereunder;
 - 6. Hazards related to stand up paddle boarding which include but are not limited to: collision, capsizing, sinking, or other hazards that may result in exposure to the elements, hypothermia, impact of the body upon the water and/or upon rocks, exposure to seawater, marine life forms, and/or drowning;
 - 7. Cold water and heat related injuries and illness including but not limited to hypothermia, hyperthermia, heat exhaustion, heat stroke, sunburn, and/or dehydration;
 - 8. Exposure to outdoor elements, including but not limited to inclement weather, lightning, severe and/or varied wind, temperature or weather conditions;
 - 9. Attack by or encounter with pests, insects, marine life forms and/or animals;

10. Accidents or illness occurring in remote places where there are no available medical facilities and rescue may be distant and time consuming at best;
 11. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident;
 12. Operator's equilibrium, balance, physical coordination, physical fitness and the like and ability to follow instructions;
- (c) TIDES OF LIFE SUP YOGA LLC shall not be liable, in any way, to You for any personal property that is lost, damaged, and/or stolen while You are participating in any stand up paddle board activities offered by TIDES OF LIFE SUP YOGA LLC.
 - (d) TIDES OF LIFE SUP YOGA LLC reserves the right, in its sole discretion, to modify its rules and/or regulations without notice.
 - (e) TIDES OF LIFE SUP YOGA LLC does not discriminate against any individual(s) on the basis of age, sex, race, color, marital status, physical and/or mental disability, religious creed, national origin, ancestry, sexual orientation, and/or any other classification.
 - (f) By signing this Agreement, YOU HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY. Any and all disputes, differences, and/or disagreements, whether related to injury or otherwise, that arise between TIDES OF LIFE SUP YOGA LLC and You including but not limited to Your heirs, executors, and/or assigns, etc. shall be resolved only under Maine law and only in the courts of the State of Maine in York County.
 - (g) In the event that any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the then remaining provision of this Agreement shall remain operative and in full force and effect.
 - (h) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine.
 - (i) By entering into this Agreement, You are NOT relying on any oral or written representation or statements made by TIDES OF LIFE SUP YOGA LLC. Other than what is set forth in this Agreement.

II. RELEASE/ASSUMPTION OF THE RISK

You hereby acknowledge and expressly agree that participation in stand up paddle board activities offered by TIDES OF LIFE SUP YOGA LLC involves the risk of injury including death. You understand and acknowledge that You voluntarily accept full responsibility and shall assume the risk for any and all injury and/or loss arising out of and/or related to Your participation in stand up paddle board activities offered by, and use of the facilities and/or equipment of TIDES OF LIFE SUP YOGA LLC. You further acknowledge and expressly agree that TIDES OF LIFE SUP YOGA LLC shall not be liable for any injury, whatsoever, including but not limited to death, economic loss and/or any damage to You, Your spouse, Your unborn child(ren), Your heir(s), and/or Your relatives resulting from the negligent conduct and/or omission of TIDES OF LIFE SUP YOGA LLC and/or any person(s) acting on its behalf for any reason whatsoever.

To the fullest extent permitted by law, You hereby forever, release, waive, discharge, and hold harmless TIDES OF LIFE SUP YOGA LLC and/or any person acting on behalf of TIDES OF LIFE SUP YOGA LLC from any and all claims, demands, injuries, damages, actions and/or causes of action related to Your use of the facilities at TIDES OF LIFE SUP YOGA LLC. You further agree to defend, indemnify, and hold harmless TIDES OF LIFE SUP YOGA LLC from and against any such claims including claims

made by You, Your spouse, Your unborn child(ren), Your heir(s), Your relative(s), Your executor(s), and/or assign(s), etc., resulting from the negligent conduct and/or omission of TIDES OF LIFE SUP YOGA LLC and/or any person(s) acting on its behalf for any reason whatsoever.

III. PARENT/GUARDIAN RELEASE OF ANY CLAIMS

As and for consideration for entering upon such premises, You, as the parent or legal guardian on behalf of the minor(s) described below, hereby agree to waive all liability, claims, causes of action, demands, whatsoever, against TIDES OF LIFE SUP YOGA LLC or any person affiliated with the company, including, but not limited to directors, employees and/or agents, arising out of any incidents which may occur on said premises resulting in injury or damage to any of the minor(s) described below for whom I am signing this Waiver of Liability. It is understood that this Waiver of Liability is being made by You on behalf of any heirs, executors, administrators, devisees, legatees, and/or agents of Yours or those minors for whom You are signing, and it is intended as a complete and total Waiver of Liability for any claims, demands, causes of actions, whatsoever, arising out of Your entering upon the above-described premises and that, further, without this Waiver of Liability TIDES OF LIFE SUP YOGA LLC would not permit You or the minors described below to participate in TIDES OF LIFE SUP YOGA. You voluntarily assume any risks inherent in the activities at TIDES OF LIFE SUP YOGA LLC. You agree to indemnify and hold TIDES OF LIFE SUP YOGA LLC harmless for any injury, including but not limited to death by You and/or each and every minor as described below. You, as the parent or legal guardian of the minor(s) described below, shall be present and supervise each minor(s) if any one of the minor(s) is under the age of thirteen (13).

In the event of the breach of this Agreement by you, including without limitation breach of the waiver and indemnification provisions contained herein, TIDES OF LIFE SUP YOGA LLC shall be entitled to all reasonable costs incurred in enforcing this Agreement, including reasonable attorneys' fees.

I HEREBY ACKNOWLEDGE AND AGREE THAT I HAVE READ THIS ENTIRE AGREEMENT. I FULLY AND COMPLETELY UNDERSTAND ITS CONTENTS. I AM SIGNING THIS AGREEMENT VOLUNTARILY. I ACKNOWLEDGE AND UNDERSTAND THE RISKS ASSOCIATED WITH UTILIZING THE FACILITIES AT TIDES OF LIFE SUP YOGA LLC.

NAME: _____

SIGNED: _____

Parent or Legal Guardian to participant: _____

Date: _____