

PORTSIDE PADDLE COMPANY, LLC: WAIVER & RELEASE OF LIABILITY

READ BEFORE SIGNING

IN CONSIDERATION of being permitted to participate in any way in the **PORTSIDE PADDLE COMPANY, LLC** paddlesports and recreation program and related activities, including pre-launch and landing activities (“Activities”) I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE**, agree, and represent that I understand the nature of paddlesports activities and that I, or the minor for whom I am signing this waiver on behalf of, can swim and am physically qualified, in good health, in proper physical condition with no known medical conditions which may prevent me from completing the planned paddlesport event, to participate in such activity and willingly agree to comply with the stated and instructions, terms and conditions of participation. I, or on behalf of the minor for whom I am signing this release, further agree and warrant that if at any time I believe I (or the subject minor) am unable to continue on the paddle event and/or believe conditions to be unsafe, I (or the subject minor) will immediately notify my instructor, and, if I or the subject minor decide to leave early and/or not complete the paddle event as planned, I assume all risks inherent in my or the subject minor’s decision to leave.
2. **FULLY UNDERSTAND** that: (a) Paddlesports and related **ACTIVITIES INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS")**; (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity including Portside Paddle Company, LLC instructors, other unaffiliated persons, paddlers, boaters, or other persons on or off the water, the condition in which the Activity takes place including pre-launch, launch and landing activities, or **THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW**; (c) there may be **OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES** either not known to me or not readily foreseeable at this time; and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I or the subject minor incur as a result of my participation in the paddlesport and related activities.
3. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE PORTSIDE PADDLE COMPANY, LLC**; its instructors, administrators, directors, agents, officers, members, volunteers; and employees, other participants, any sponsors, advertisers, and owners including HELEN COOPER and BURLEIGH COOPER, individually, and lessors of premises and/or permitting entities on which the Activity takes place including the **SANTA CRUZ HARBOR** (each considered one of the "RELEASEES" herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS**; AND I FURTHER AGREE that if, despite this **RELEASE AND**

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

AGREEMENT I, or anyone on my or the subject minor's behalf, makes a claim against any of the Releasees, **I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES** from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

- 4. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

ADULT AUTHORIZATION

NAME: _____

SIGNATURE: _____

TODAY'S DATE: _____

ADULT AUTHORIZATION ON BEHALF OF PARTICIPATING MINOR

NAME OF AUTHORIZING ADULT: _____

NAME OF AUTHORIZED MINOR: _____

RELATIONSHIP OF AUTHORIZING ADULT TO AUTHORIZED MINOR: _____

DATE OF BIRTH OF AUTHORIZED MINOR: ____/____/____

TODAY'S DATE: _____