



WAIVER/RELEASE OF LIABILITY

BY AGREEING TO THIS WAIVER, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ THIS AGREEMENT CAREFULLY.

1) I AM FULLY AWARE OF THE RISKS AND HAZARDS INHERENT TO THE PARTICIPATION OF STAND-UP PADDLE BOARDING (SUP) AND/OR KAYAKING. SUCH RISKS AND HAZARDS INCLUDE, BUT ARE NOT LIMITED TO, BEING HIT BY OR COLLIDING WITH OTHER STAND UP PADDLERS, KAYAKERS, BOATS, COMMERCIAL VESSELS, SWIMMERS, AND ROCKS. I AM ALSO AWARE OF THE RISK OF EXHAUSTION, DEHYDRATION, WATER POLLUTION, SUN/HEAT EXPOSURE, HYPOTHERMIA, AND ACCIDENTAL DROWNING. I FURTHER UNDERSTAND THERE IS THE POSSIBILITY OF DEATH OR SERIOUS PHYSICAL OR MENTAL TRAUMA OR INJURY (EX. PARALYSIS) ASSOCIATED WITH STAND-UP PADDLE BOARDING AND/OR KAYAKING. I HEREBY VOLUNTARILY ASSUME ALL RISKS OF LOSS, DAMAGE, INJURY OR DEATH THAT MAY BE SUSTAINED BY ME (OR THE PERSON(S) I AM LEGAL GUARDIAN OF, SUCH AS MY CHILD) AND ANY DAMAGE TO ANY OF MY PROPERTY (OR THE PERSON(S) I AM LEGAL GUARDIAN OF, SUCH AS MY CHILD'S PROPERTY) WHILE I AM PARTICIPATING IN STAND-UP PADDLE BOARDING AND/OR KAYAKING RENTAL FROM BLUE WATER FUN LLC AND ITS AGENTS, EMPLOYEES, OFFICERS, MEMBERS, CONTRACTORS, INSTRUCTORS, SUCCESSORS, AFFILIATES, THIRD-PARTY BILLING AND ASSIGNS (HEREINAFTER "BLUE WATER FUN LLC AND RELEASED PARTIES").

2) I CERTIFY THAT I HAVE (OR THE PERSON(S) I AM LEGAL GUARDIAN OF, SUCH AS MY CHILD) ADEQUATE INSURANCE TO COVER ANY INJURY OR DAMAGE I MAY (OR THE PERSON(S) I AM LEGAL GUARDIAN OF, SUCH AS MY CHILD) CAUSE OR SUFFER WHILE PARTICIPATING IN STAND-UP PADDLE BOARDING AND/OR KAYAKING OR FITNESS, OR ELSE I AGREE TO BEAR THE COSTS OF SUCH INJURY OR DAMAGE MYSELF. I FURTHER DECLARE THAT I AM WILLING TO ASSUME THE RISK OF ANY MEDICAL OR PHYSICAL CONDITION I (OR THE PERSON(S) I AM LEGAL GUARDIAN OF, SUCH AS MY CHILD) MAY HAVE, INCLUDING, BUT NOT LIMITED TO: PREGNANCY, HEART CONDITION, BACK PROBLEMS, LOSS OF CONSCIOUSNESS AND/OR EPILEPSY.

3) I HEREBY WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY IN THE FUTURE HAVE AGAINST BLUE WATER FUN LLC AND RELEASED PARTIES AND RELEASE BLUE WATER FUN LLC AND RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, THAT I MAY SUFFER OR THAT MY NEXT OF KIN MAY SUFFER AS A RESULT OF MY PARTICIPATION IN A BLUE WATER FUN LLC SUP AND/OR KAYAK RENTAL OR PHYSICAL ACTIVITY DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF BLUE WATER FUN LLC AND RELEASED PARTIES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF BLUE WATER FUN LLC AND RELEASED PARTIES TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN A BLUE WATER FUN LLC SUP AND/OR KAYAK RENTAL OR PHYSICAL ACTIVITY.

4) I AGREE TO HOLD HARMLESS AND ASSURE HAPPY DOG AND RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY TO ANY THIRD PARTY RESULTING FROM MY PARTICIPATION IN A HAPPY DOG SUP AND/OR KAYAK RENTAL OR PHYSICAL ACTIVITY.

5) I UNDERSTAND AND AGREE THAT HAPPY DOG RESERVES THE RIGHT TO USE THIRD PARTIES OR AFFILIATES FOR BILLING SERVICES, BUT, IF UTILIZED, DOES NOT CREATE A CONTRACT AND THE PARTICIPANT'S SOLE CONTRACT IS WITH HAPPY DOG.

6) THIS RELEASE AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES, IN THE EVENT OF MY DEATH OR INCAPACITY;

7) I ACKNOWLEDGE AND AGREE THAT I AND/OR ANY MINOR PARTICIPANTS CAN SWIM AND ARE FAMILIAR WITH THE RULES OF WATER SAFETY. I ALSO UNDERSTAND THAT UNITED STATES COAST GUARD LAW REQUIRES A PERSONAL FLOTATION DEVICE (PFD) AND WHISTLE FOR EACH PARTICIPANT WHILE ON WATERCRAFT SUCH AS SUPS OR KAYAKS.

GENERAL POLICIES

- PHOTO ID AND/OR CURRENT DRIVER'S LICENSE IS REQUIRED AT THE TIME OF PICK-UP.
- YOU MUST BE 18YRS OLD OR OLDER TO RENT AND/OR UTILIZE SUP/KAYAK EQUIPMENT UNLESS SUPERVISED BY PARENT OR LEGAL GUARDIAN.
- INDIVIDUALS NAMED ON THE CONTRACT ARE REQUIRED TO SUBMIT CREDIT CARD INFORMATION TO BE KEPT ON FILE AT THE TIME OF RESERVATION AND/OR RENTAL TO PAY FOR ALL REPAIR AND/OR REPLACEMENT COSTS FOR ANY DAMAGE OR THEFT THAT MAY OCCUR TO EQUIPMENT DURING THE RENTAL PERIOD.
- PAYMENT IN FULL BY CREDIT CARD AND/OR CASH FOR ALL RENTALS IS DUE AT THE TIME OF RESERVATION.
- BLUE WATER FUN LLC RESERVES THE RIGHT TO REFUSE TO ANY INDIVIDUAL(S)

DROP-OFF PROCEDURES

YOU ARE RESPONSIBLE FOR INSPECTING ALL EQUIPMENT CAREFULLY AND TO INITIAL BELOW THAT IT IS IN GOOD CONDITION AND TO BRING ANY MISSING OR DAMAGED EQUIPMENT TO OUR ATTENTION. MAKE SURE ANY DISCREPANCIES ARE NOTED ON THE RENTAL AGREEMENT. FAILURE TO NOTE ANY DISCREPANCIES MAY RESULT IN A FEE FOR DAMAGED OR MISSING EQUIPMENT. IF NEEDED, PLEASE ASK A STAFF MEMBER FOR ASSISTANCE WITH INSPECTION AND/OR INSTRUCTIONS ON HOW TO PROPERLY SET-UP THE EQUIPMENT.

PICK-UP PROCEDURES

EQUIPMENT MUST BE READY FOR PICK UP BY THE TIME AND DATE LISTED ON YOUR CONTRACT. RETURNS LATER THAN THE LISTED TIME WILL INCUR A LATE FEE IN INCREMENTS OF THE 1.2 HOUR RENTAL FEE. I AGREE TO ACCEPT ALL RESPONSIBILITY TO MAINTAIN THE CONDITION AND WHEREABOUTS OF ALL THE EQUIPMENT RENTED FOR THE ENTIRE RENTAL PERIOD AND I AUTHORIZE BLUE WATER FUN LLC TO CHARGE MY CREDIT CARD KEPT ON FILE FOR ALL REPAIR AND/OR REPLACEMENT COSTS (FEES LISTED BELOW) FOR ANY DAMAGE OR THEFT THAT MAY OCCUR TO EQUIPMENT DURING THE RENTAL PERIOD AND/OR IF THE EQUIPMENT IS NOT RETURNED WITHIN 1 WORKING DAY OF THE DUE DATE