 **PLEASE SELECT WHO WILL BE PARTICIPATING**

 **\_\_\_\_\_\_ Adults \_\_\_\_\_\_\_ Minors**

 **Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_**

 **PLEASE SELECT WHICH ACTIVITY YOU WILL BE PARTICIPATING IN**

 **Rental \_\_\_\_\_ Lesson \_\_\_\_\_ Yoga \_\_\_\_\_Fit \_\_\_\_\_ Special Event \_\_\_\_\_\_\_**

**PADDLE ON OF WILLIAMSBURG LLC RENTAL OPERATIONS RELEASE OF LIABILITY, WAIVER OF**

 **CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.**

Please read and be certain you understand the implications of signing. Express Assumption of Risk Associated with use of rental of Paddle On of Williamsburg, LLC and all related activities.

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Paddle On of Williamsburg and related water activities to which I am about to engage, including but not limited to:

1. Changing water flow, tides, currents, wave action, winds and boat wakes.
2. Collision with any of the following a) other participants b) the Paddle On of Williamsburg representative or equipment c) man made or natural objects.
3. Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature.
4. My sense of balance, physical condition, ability to operate board, swim and or follow directions.
5. Collision, capsizing or other hazard that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices and or drowning.
6. The presence of insects and marine life forms.
7. Heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration.
8. Fatigue, chill and or reaction time and increased risk of an accident.
9. No alcohol beverages or drugs.
10. I specifically acknowledge that I have read, understand and agree to abide by the Paddle On of Williamsburg operational instructions at all times and that I have been trained in the safe use of Paddle On of Williamsburg equipment to my complete satisfaction, and I am physically/mentally able to participate in the water sport activities in which I am about to engage. I specifically waive and defense insofar as this contract is concerned that may arise as a result of any state or local law and or regulation or policy that may impact its enforceability.

 **CONDITION OF EQUIPMENT UPON RETURN**

The renter shall return the equipment to the designated return area clean and in the same condition as it was when given to renter, excepting ordinary wear and tear. Renter shall be responsible for any damage caused to Paddle On of Williamsburg equipment during rental period. Company shall charge any repair amount to credit card given at time of rental to cover repairs for such damages.

 **PADDLE ON OF WILLIAMSBURG DAMAGE FEES**

* Broken/missing fin – $30.00
* Broken/missing paddle – $100.00
* Broken/missing leash – $25.00
* Broken/missing PFD – $75.00
* Paddleboard gash/ding of less than 2” – $80.00
* Paddleboard gash/ding of greater than 2” or fin box damage – $100.00
* Boards not returned on time without notice to Paddle On of Williamsburg – $75.00
* Over agreed time limit will be charged additional hour per board - $25.00

 **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of being allowed to participate in the described activities, and the use of the equipment of the below listed releases, 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 all of the following named persons or entities herein referred to releases: Paddle On of Williamsburg and its staff and independent contractors.
2. To release, the releases, employees, representatives, independent contractors and volunteers and stand up paddleboards, and or accessories from liability and responsibility whatsoever and for any claims or cause 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 conjunction with any injury or loss of life that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representative or statements made by the releases, other than what is set forth in this Agreement.

I hereby declare that I am of legal age and am competent to sign this Agreement, or, if not, that my parent or legal guardian shall sign on my behalf and that my legal guardian is in complete understanding and concurrence with this Agreement.

 **I have read this Agreement, understand it, and I agree to be bound by it.**

**\_\_\_\_\_\_ I Agree. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 PARTICIPANT NAME (PLEASE PRINT)

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

PARTICIPANT SIGNATURE / LEGAL GUARDIAN OF MINOR

 **I HAVE THE ABILITY TO SWIM**

**\_\_\_\_\_\_ I Agree**

**PHOTOS TAKEN DURING CLASSES OR LESSONS MAY BE USED ON WEBSITE**