

Northwest SUP and Fitness, LLC Waiver and Indemnification Agreement

This Waiver and Indemnification Agreement is made by the undersigned Participant for the benefit of Northwest SUP and Fitness, LLC ("Northwest SUP and Fitness") who is providing equipment and facilities to be used by Indemnifier. In consideration and as a condition of Northwest SUP and Fitness providing the use of equipment to and organization of activities for Participant, the Participant agrees as follows:

Please initial each paragraph below:

() I am a competent swimmer. I have no medical or physical conditions which could interfere with my safety in this activity. I hereby acknowledge that a personal flotation device has been offered to me. I assume full responsibility for deciding where, when, and with whom to paddle.

() I acknowledge and agree that the rental and/or demo equipment provided by **Northwest SUP and Fitness** is for my sole and exclusive use. I have inspected the paddleboard and equipment for any defects or deficiencies, and I acknowledge that the paddleboard and equipment is in good operating condition.

() In consideration of being permitted to rent and/or demo equipment, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in Standup Paddle Boarding. I am aware that Standup Paddle Boarding in open or closed water involves risks, dangers, and hazards. Currents, tides, and waves occur frequently in open and closed waterways and may be caused by natural forces or by other watercraft. I acknowledge and accept that **Northwest SUP and Fitness** may fail to predict whether the open or closed water is safe for the activity or whether an unexpected current, wave, or weather condition may occur.

() I acknowledge that I am financially responsible for any and all damages incurred during my rental. This includes any damage to private property, and **Northwest SUP and Fitness**, board, paddle, life jacket, and wheeled cart or other accessories provided by **Northwest SUP and Fitness**. I understand that my credit card will be charged for the total cost of repairs. I also acknowledge that **Northwest SUP and Fitness** is not responsible for any of my personal property I may lose or may be damaged during the rental or activity, including damage which occurs as a result of the failure of or incorrect set-up of Dry Bags or other protective devices. I understand that **Northwest SUP and Fitness** recommends that I leave all valuable personal items at home or in my car during my rental.

() I will obey all state, federal, and local boating regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting equipment from **Northwest SUP and Fitness**. I am solely responsible for any citation or violation occurring during the use of, or as a result of using equipment from **Northwest SUP and Fitness**.

() I have read and agreed to the terms and condition defined herein and state: "I, my heirs, successors, executors and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS **NORTHWEST SUP AND FITNESS**, their agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity, including without limitation, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me as a result of engaging in the activities or the use of the paddle board equipment, even without using a life jacket and/or safety whistle, whether or not such damage, loss, injury, paralysis, or death results from negligence of **Northwest SUP and Fitness** or from some other cause; and I further agree not to sue **Northwest SUP and Fitness** as a result of any injury, paralysis, or death in connection with my use and participation in the activities contemplated herein."

I have read this Agreement and fully understand its contents. By signing this document, I swear that I am at least 18 years of age and voluntarily agree to the terms and conditions stated above.

Signature of Indemnifier

Printed Name of Indemnifier

Date

**PARENT OR GUARIAN ADDITIONAL WAIVER/INDEMNIFICATION
(Must be completed for participants under 18 years of age)**

In consideration of the minor named below being permitted by **Northwest SUP and Fitness** to participate in the use of equipment and facilities, I agree to indemnify and hold **Northwest SUP and Fitness** harmless for any all claims which may or are actually brought by or on behalf of said minor which are related in any way to the use of equipment and facilities provided by **Northwest SUP and Fitness**. I agree that I and the minor named below are subject to all the terms and conditions stated above.

Printed Name of Minor

Signature of Parent/Guardian

Printed Name of Parent/Guardian

Date