

# CAPE ANN SUP

## Cape Ann Stand Up Paddleboard Release Agreement

I, the undersigned, am renting a Stand Up Paddleboard from Cape Ann Stand Up Paddleboard Company (Cape Ann SUP). I acknowledge and fully understand that there are certain elements of danger inherent in outdoor activities which I am about to undertake, and which are beyond the control of the staff of Cape Ann SUP, and that my participating in a tour or other program may entail unavoidable risks, personal injury, loss of life, and loss of or damage of property. My participation in this activity is purely voluntary.

In consideration of Cape Ann SUP furnishing services and materials to enable me to participate in this program, I hereby assume all risk of injury or loss of life to myself, and loss of or damage to property arising out of my participation in such a trip or rental of paddleboards or paddleboard equipment, including hazards associated with any defect in a manufacturer's product. I, or we, the undersigned, jointly or severally, hereby release and forever discharge Cape Ann SUP from any and all liability, including negligence (active or passive), as to any right of action or claim to relief that may accrue either to me or heirs or personal representatives for any such injury, loss of life, or loss of or damage to property which I may suffer while participating in such recreational activity including activities preliminary preparation for such activity and during any program of Cape Ann SUP.

I further hold Cape Ann SUP harmless from any and all liability, actions, causes of actions, claims and demands of any kind and nature whatsoever which I now have or may arise from or in connection with my tour or participation in any other activity related thereto.

I further understand that I will be responsible for any damages beyond those expected by normal use. I also understand that I will forfeit my deposit for reckless abuse and excessive destruction of Equipment and Property of Cape Ann SUP.

I agree to obey all Cape Ann SUP rules and guidelines.

I further understand that Cape Ann SUP carries no medical insurance for the protection of participants in outdoor activities, and any insurance coverage existing with respect to Cape Ann SUP shall not alter the terms of this waiver nor impose any liability on Cape Ann SUP.

For the purposes of this Release Agreement, Cape Ann SUP shall include its agents, employees, servants, officers, directors, representatives and any independent contractor providing services through Cape Ann SUP.

I hereby grant Cape Ann SUP the right to use, for promotional purposes only, any photographs taken by them of me during my participation in this program. I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and I sign it of my own free will.

Put Initials here ( ) to indicate that you received a personal floatation device/life vest (PFD).

Put initials here ( ) if you refused a personal floatation device/life vest (PFD).

Participants Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Parent or guardians signature (if under 18) \_\_\_\_\_

Do you have a medical condition that we should be aware of?

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