

ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

Paddleboarding and watersports are popular activities enjoyed by many young people and adults. The activities provided by Wrightsville SUP, its owners, employees and agents (“WSUP”) can be fun and also require some level of fitness and skill. The activities are fun, but still involve some risks. “WSUP” THINKS IT IS IMPORTANT THAT ALL ADULT AND MINOR PARTICIPANTS UNDERSTAND THAT INJURIES CAN AND DO OCCUR.

There are many **inherent risks** in any activity on the water, including instruction and they may include falls, losing one’s balance, etc. Injuries can also result from running into another participant, a dock, a sandbar, etc. Swallowing water and failure to stay within the limits of one’s ability are some other causes of injury or illness. There are also risks inherent in use of the facilities, equipment and premises including but not limited to the boards, paddles and docks.

These injuries can range in seriousness from minor to catastrophic. Some examples of minor injuries include minor cuts or bruises. Serious or catastrophic injuries can include but are not limited to heart attack, drowning, death or paralysis. **I understand that these risks cannot be eliminated** without jeopardizing the essential qualities of the activity.

ASSUMPTION OF INHERENT RISK: I, THE ADULT PARTICIPANT OR MINOR PARTICIPANT AND HIS/HER PARENTS OR GUARDIANS, understand the inherent risks of water sports including paddleboarding; it is a dangerous activity regardless of the level of care taken by “WSUP”. It requires a degree of fitness, skill, strength and coordination. I have read the previous paragraphs and 1) I know the nature of the activity and 2) I understand the demands of the activities and 3) I appreciate the type of injuries that may occur as a result. **I know that my participation in all activity at “WSUP” is voluntary and that I knowingly assume all inherent risks of the activity.**

Waiver of Liability. In consideration of use of the equipment, facilities and services of “WSUP”, I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND THE PARENTS/GUARDIAN OF THE MINOR PARTICIPANT on behalf of myself, my heirs, personal representatives or assigns, **release, waive and discharge “WSUP” from liability** from any and all claims resulting from the inherent risks of the activities of watersports including standup paddleboarding or from the **ordinary** negligence of “WSUP”. This agreement applies to 1) personal injury, including death, from incidents or illnesses arising from or incidental to participation at “WSUP” including the activity, the use of facilities and all premises, and 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification. I, the ADULT PARTICIPANT, OR PARENTS OR GUARDIANS OF THE MINOR PARTICIPANT, indemnify and agree to defend “WSUP” including costs and reasonable attorney fees, from any and all claims of the participant, parents, family members or others arising from participant injury or loss due to involvement in any water sports activity at “WSUP”, including those arising from inherent risks of the activities or the ordinary negligence of “WSUP”.

Other

I, THE ADULT PARTICIPANT, OR MINOR PARTICIPANT AND HIS/HER PARENTS OR GUARDIANS:

1. Covenant not to sue “WSUP” for any present or future claim arising from my participation or that of my child in the activities at “WSUP”. This includes claims from inherent risks of the activity and the ordinary negligence of “WSUP”.
1. Agree to engage in good faith effort to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time.
2. Agree that, if any legal action is brought regarding a claim, the state court in New Hanover County, North Carolina is the venue with sole and exclusive jurisdiction and that the laws of the state of North Carolina shall apply.
3. Agree that if any portion of this document is held to be invalid, the remainder remains in full force.
4. Agree that this agreement supersedes any and all previous oral or written agreements and this is the entire agreement between us related to my or my child’s activities at “WSUP”.

Acknowledgment of Understanding and Agreement. I, THE ADULT PARTICIPANT OR THE MINOR PARTICIPANT AND PARENTS OR GUARDIAN OF THE MINOR PARTICIPANT **have carefully read this agreement and understand its contents and I agree to be bound by its terms and affirm that:**

1. Health status. Participant does not have a medical problem that would contraindicate participation and that he/she has a sufficient level of fitness and coordination to safely participate. If the participant does have any ongoing health issue, he/she has received clearance from their physician to participate.
2. Emergency Care. "WSUP" may administer emergency first aid, CPR and use an AED when deemed necessary by "WSUP", to secure emergency care or transport to same, to share any medical history with medical personnel and that participant assumes all cost associated with care or transport.
3. Rules and Safety. Participant shall abide by rules established by "WSUP", to inform "WSUP" immediately of any other participant who may pose a danger, will wear all safety equipment provided and that participant activity may be terminated by "WSUP" at any time if "WSUP" judges the participant to be incapable of continuing or if such continuation poses a risk to themselves or others.

I, THE ADULT PARTICIPANT or if the PARTICIPANT is a MINOR, I, the PARENT OR GUARDIAN, affirm that I have read this 2 page agreement and understand the risks, the rules and the terms. I understand that I am giving up substantial rights, including the right to sue of the adult participant or the minor participant and the parents or guardians. I further acknowledge that I am signing the agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability including that due to ordinary negligence by "WSUP", to the greatest extent permitted by the laws of NORTH CAROLINA.

I also understand that I should not and may not participate in this activity if I am under the influence of alcohol or drugs.

I am aware this is a waiver and a release of liability and I sign it voluntarily.

PRINTED NAME OF ADULT PARTICIPANT _____

Signature/DATE _____

If participant is a minor, complete the following:

Printed name of Minor _____ Signature of minor/date _____

Printed Name of parent/guardian 1 _____ Parent/guardian 2 _____

Signature parent/guardian 1 and Date _____

Signature Parent/Guardian 2 and Date _____

Address _____

Email Address: _____ PHONE _____