

**Pirate Coast Paddle Co., LLC- Release of Liability Agreement**

Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­­­\_\_\_\_\_\_\_

Emergency contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**This is a legally binding agreement, which will inhibit your ability to sue for injuries you may receive while renting, demoing, or touring with Pirate Coast Paddle Co. (PCPC). Please read this Agreement carefully and do not sign unless you agree to all of the terms and conditions outlined below.**

**Safety Warning & Assumption of Risk:**

Participants are advised that they should be in good physical condition because events may involve strenuous physical activity. Participants are further advised that PCPC tours, rentals and demo’s are held in a natural environment, in conditions that are subject to change at any time and without warning. Aspects of the environment which may be hazardous include, but are not limited to the following: submerged rocks, sand bars, strong currents, boaters, lightning, and other hazards caused by other participants. I acknowledge that open water activity is an inherently dangerous sport in which I participate at my own risk. There is risk of serious injury and death in connection with this activity, and I expressly assume the risks for any damages to myself, and other persons or property resulting from my participation.

**Release of Liability and Waiver of Claims:**

For and in consideration for permitting the undersigned participant (in the capacity of participant, volunteer or spectator) to enroll in and participate in the rental, tour, or demo through Pirate Coast Paddle Co., LLC (the Released Party). The Undersigned herby voluntarily releases, discharges, waives, and relinquishes any and all actions causes of action, personal injury, property damage or wrongful death to him/herself arising as a result of engaging in, receiving instructions regarding said activities and participating in the competition or any activities incidental thereto wherever or however the same may occur and for whatever period said activity may continue, and the Undersigned does for him/herself, his/her heirs, executors, administrators and assigns herby release, waive, discharge and relinquish any action or cause of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/hers, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against Pirate Coast Paddle CO., LLC, its members, agents, servants, employees for any of said cause of action, whether the same shall arise by the negligence of any said persons, so participants or otherwise. PCPC reserves the right to photograph participants for publicity purposes. IT IS THE INTENTION OF THE UNDERSIGNED PARTICIPANT, TO exempt and relEASE PIRATE COAST PADDLE CO., LLC, INSTRUCTORS AND PARTNERS from any liability whatsoever for any personal injury, property damage, or wrongful death caused by passive or active negligence of the released parties.

**As a condition of my participation, I further agree, represent and warrant to Pirate Coast Paddle Co, that:**

• I have sufficient physical strength, endurance and experience to enable me to participate.

• I do not have any health problems or medical conditions that might preclude my participation.

• I will follow instructions given to me by any persons conducting the activity, including wearing life preservers or similar protective equipment if needed.

I understand that Pirate Coast Paddle Co. is relying on these statements in allowing me to participate in the activity and I am releasing Pirate Coast Paddle Co. and their respective officers, employees, and agents from any liability for personal injury or property damage if I, or anyone under my control, is injured or property is damaged, whether before, during, or after participating in the activity, which means, I am agreeing not to sue them if anything happens to me or my property. By signing below, I am also agreeing to indemnify and hold them harmless from and against any claim, damage, loss, cost, expense, or other liability (including, without limitation their attorney’s fees and costs of defense) in the event a claim is made against one or more of them as a result on my participation of the activity

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_