

Pirate Coast Paddle Co., LLC ("PCPC") - Waiver and Release of Liability Agreement

Name(s): _____ Age _____

Email: _____ Cell Phone: _____

Emergency contact: _____ Phone #: _____

This Waiver and Release of Liability Agreement ("Agreement") waives certain legal rights, including the right to sue. Please read this agreement carefully. Please be advised that PCPC does not own the property it uses at Newport Dunes Waterfront Resort. Such property is licensed from Newport Dunes Resort and Marina, a California general partnership ("Newport Dunes"), doing business as Newport Dunes Waterfront Resort, and is under ground lease from the County of Orange ("Orange County").

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, classes, lessons, camps, and rentals and demonstrations of paddleboards and kayaks ("Activities") are held in a natural environment, in conditions that are subject to change at any time and without warning. Aspects of the environment that may be hazardous include, but are not limited to the following: submerged rocks, sand bars, strong currents, boaters, aquatic life, extreme weather, darkness, and other hazards caused by other participants or the general public. I (in this Agreement the use of "I" shall mean myself, my child(ren) and/or my heirs) am aware of the risk of exhaustion, dehydration, water pollution, sun/heat exposure and accidental drowning. I further understand there is the possibility of death or serious physical or mental trauma or injury (ex. paralysis) associated with the Activities. I hereby voluntarily assume all risks of loss, damage, injury or death that I may sustain while I am participating in the Activities.

Release of Liability and Waiver of Claims:

I hereby voluntarily (i) agree to hold PCPC, Newport Dunes, and Orange County, and their owners, partners, managers, affiliates, agents and employees (collectively, the "Released Parties") harmless from any and all liability arising from the Activities at Newport Dunes Waterfront Resort, and (ii) waive and release the Released Parties from any and all claims which I, or any relative or guardian may acquire as a result of any act or omission that occurs relating to Newport Dunes Waterfront Resort, except as to any Released Party in the event and to the extent of the gross negligence or intentional misconduct of such Released Party. PCPC and Newport Dunes reserve the right to photograph participants for publicity purposes. It is the intention of the undersigned to exempt and release the Released Parties from any liability whatsoever for any personal injury, property damage, or wrongful death caused by passive or active negligence (other than gross negligence) of any of the Released Parties.

As a condition of my participation, I further agree, represent and warrant to the Released Parties, that:

- I have sufficient physical strength, endurance and experience to enable me to participate in the Activities.
- I do not have any health problems or medical conditions that might impair my participation in the Activities.
- I will follow instructions given to me by any persons conducting the Activities, including wearing life preservers, or similar safety or protective equipment if needed.

I understand that PCPC is relying on these statements in allowing me to participate in the Activities and I am releasing the Released Parties from any liability for personal injury or property damage if I, or anyone I allow to use any of the Paddleboards or participate in any of the Activities, is injured or property is damaged, whether before, during, or after participating in the Activities. By signing below, I also agree to indemnify and hold the Released Parties 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 in the Activities.

Signature: _____ Date: _____

Signature: _____ Date: _____

Names of any minors (under age 18): _____

Signature of Parent or Guardian (for any minors): _____ Date: _____