

On Water Yoga/Audrey DeLong Indemnity and Release of Liability

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

In consideration of the services of On Water Yoga and Audrey DeLong, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "OWY"), I hereby agree to release, indemnify, and discharge OWY, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I _____ (print full name) acknowledge that my participation in Stand-Up Paddleboard (SUP) water activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: board capsize; tidal conditions and currents; travel in remote areas; collision with objects or other water craft; prolonged exposure to cold water, hypothermia, accidental drowning; illness in remote areas; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lightning; aggressive and/or poisonous marine life and animals; wrist, arm, shoulder, and/or back injuries; slips and falls while walking; and rapidly changing adverse weather and water conditions. Furthermore, OWY employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless OWY from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of OWY equipment or facilities, including any such claims which allege negligent acts or omissions of OWY.
4. Should OWY, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against OWY, I agree to do so solely in the state of California, in the city of Redding and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

7. I take full responsibility for any damage caused to the equipment utilized in this fitness class.

8. I consent for OWY to take my picture and use my image and likeness for the purposes of promotion and advertising in any form of media.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST OBF ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____

Date: _____ Name of Class: _____

Print Name: _____

Email: _____

Phone: _____

Address: _____

City: _____ Zip: _____

I have been offered a Personal Flotation Device (PFD) at no additional cost and it is required that it be kept upon the paddleboard or be worn during the activity. Must be over 12 years of age to participate in the activity. (Initial here _____)

Do you have any existing medical conditions? No Yes: If yes, please elaborate.

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(must be completed for participants under the age of 18)

In consideration of (print minor's name) Minor being permitted by OWY to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless OWY from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Date: _____

Print Name: _____