FLATWATER PADDLE COMPANY

PaddleFit Registration

NAIVIE:	AGE:
ADDRESS:	Birthdate:/
City, State, Zip:	
	(Cell) ()
Emergency Contact:	Phone:
Email	Occupation
If yes, please explain:	S? Allergies? Asthma? Yes No
	ess? Yes No
Other (Please specify)	t Loss Try Something New Race Training
Date:	Athlete Signature
Date:	Parent/Guardian Signature (if under 18 yrs)
\$35 class (Equ	5 minutes – open to all levels own equipment nipment included provided by STSUP) ss card/\$160 for the season with own equipment
**** Space limited – contact Tracy t	o reserve your spot****
See our website CALENDAR under	FITNESS for dates and times.
Tracy Day Flatwater Paddle Company (775) 781-4756	www.flatwaterpaddleco.com tracy@flatwaterpaddleco.com

FLATWATER PADDLE COMPANY FLATWATER LLC

ASSUMPTION OF RISK, WAIVER & RELEASE OF LIABILITY

Last Name	First Name	
EXPRESS CONTRACTUA	AL ASSUMPTION OF ALL RISKS, WA	AIVER AND
RELEASE FROM ALL LIA	ABILITY FOR ANY NEGLIGENCE, I	NDEMNITY FOR
ALL THIRD PARTY CLAI	IMS	

We know that every water sport (including standup paddle boarding "SUP" training, and racing) can be dangerous and activities in which we choose to voluntarily participate at our own risk. We are aware of the usual risks, hazards and dangers of personal injury, death or disability or property damage and loss (collectively "Damages"). We also understand that risks, hazards and dangers, are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and using the same facilities. (All of the above defined activities are collectively referred to throughout this Agreement as "the Hazardous Activities").

By this agreement it is our intention to relieve FLATWATER LLC/FLATWATER PADDLE COMPANY, their officers, managers, employees, directors, associates, agents, contractors, volunteers, sponsors, vendors or exhibitors, or any other persons or company in any way associated with them, of any duty to us and we do assume the entire risk of any of the damages which may occur during or as a result of my use or presence at El Dorado Beach, CA, and the surrounding areas including the waters of Lake Tahoe. By this agreement, I also intent to release, discharge and absolve releasees from any and all liability for any active or passive negligence whatsoever by realeasees and to waive and relinquish any claim or cause of action against releasees for any loss, claim, damage, personal injury, disability, death, medical and any other type of expense of property damage or loss caused by any negligence of releasees and promise not to sue or exercise any legal right to seek damages from releasees.

In consideration for utilizing FLATWATER LLC/FLATWATER PADDLE COMPANY'S equipment at <u>El Dorado Beach, CA, and the surrounding areas including the waters of Lake Tahoe</u>, we agree as follows:

- 1. As to my participation in any activity, including, but not limited to, the hazardous activities and as to any and all liability for the damages which I may suffer or incur due to any cause whatsoever, while in the premises of El Dorado Beach, CA, and the surrounding areas including the waters of Lake Tahoe, we hereby agree:
 - a. To waive any and all claims for damages that I may have against releasees,
 - b. To release releasees, from any and all liability for the damages that I may suffer or incur, or that my next of kin may suffer as a result of my participation in any activity, including but not limited to, hazardous activities

- while at El Dorado Beach, CA, and the surrounding areas including the waters of Lake Tahoe;
- c. To hold harmless and indemnify releasees from any and all liability for the damages to any third party resulting from my participation in any activity included but not limited to, the hazardous activities while at <u>El Dorado Beach</u>, <u>CA</u>, and the surrounding areas including the waters of <u>Lake Tahoe</u>.
- 2. This waiver and release of liability and indemnification agreement (collectively referred to as "waiver and release") shall be effective and binding upon my heirs, next of a kin, family, relatives, guardians, executors, administrators, trustees, and assigns in the event of my injury, disability, or death.

The undersigned further agrees that this agreement is intended to be as broad and inclusive as it is permitted under the laws of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

The undersigned further certifies that he/she has no medical condition which would cause participation in activities at <u>El Dorado Beach</u>, <u>CA</u>, and the surrounding areas including the <u>waters of Lake Tahoe</u>, to be potentially hazardous to his or her death. In addition this agreement shall constitute authorization for first responders to provide or cause to be provided such medical treatment to the undersigned as may be necessary or appropriate if an injury occurs while at <u>El Dorado Beach</u>, <u>CA</u>, and the surrounding areas including the <u>waters of Lake Tahoe</u>.

The undersigned further understands that there is no lifeguard on duty at El Dorado Beach.

The undersigned has read and voluntarily signs this agreement, and further agrees that no oral representations, statements, or inducements apart from this agreement have been made by releasees or anyone else with regard to the subject matter of this agreement.

I HEREBY CERTIFY THAT I COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS. PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT. I AM AWARE THAT, BY SIGNING THIS AGREEMENT, I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN RIGHTS THAT I AND MY HEIRS, NEXT TO A KIN, FAMILY, RELATIVES, GUARDIANS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS MAY HAVE AGAINST RELEASEES.

Participant Signature	Date	
Parent/Guardian Signature if Minor	Phone Number/email	