

# WAIVER OF LIABILITY AGREEMENT, HOLD HARMLESS, & PHOTO RELEASE

1. In consideration for participating in any activity including, but not limited to, SUP Lessons, SUP Rentals, Ocean Paddles, Eco Tours, or Private Sessions with SKLTN Apparel, LLC dba Amelia Island Paddle Surf Company and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE SKLTN Apparel, LLC dba Amelia Island Paddle Surf Company, their officers, owners, organizers, agents, and employees, volunteers, representatives, event holders, sponsors, directors, any and all municipalities or other public entities (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the lesson or paddle premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise. 4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable laws in accordance with the laws. 5. I understand that SKLTN Apparel, LLC dba Amelia Island Paddle Surf Company or anyone associated with the company will NOT be responsible for any medical costs associated with an injury I may sustain. 6. I also understand that I should and am urged to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the activity or the transportation to and from said activity with SKLTN Apparel, LLC dba Amelia Island Paddle Surf Company. 7. I hereby grant SKLTN Apparel, LLC permission to use my likeness in a photograph, video, or other digital media in any and all of its publications, including web-based publications, without payment or other consideration. I waive any right to inspect or approve the finished product wherein my likeness appears and any right to royalties or other compensation arising or related to the use of the photo. I hereby irrevocably authorize the SKLTN Apparel, LLC to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose.  I do NOT grant permission to use my likeness in a photograph, etc.

I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability, Hold Harmless Agreement and Photo Release, understand it and agree voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Participant Name (PRINT): \_\_\_\_\_

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

Signature of Parent if Participant <18: \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone: \_\_\_\_\_