



YUP SUP Rental Agreement and Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement

By agreeing to this waiver, you will waive certain legal rights, including the right to sue. Please read this agreement carefully.

Allowable Use Area: The allowable use area of the rental equipment includes all inland & coastal waters within the Town of Marshfield MA up to 100 yards from any shoreline. Lessee's are not allowed to pass through the "mouth" where the South River meets the North River. If lessee takes a paddleboard via boat or by walking from Scituate's Driftway onto the access point near Moorland Road on Third Cliff to The Spit, they agree to only paddle in the river and also to avoid the mouth and open ocean. The lessee agrees to remain within these areas.

Acknowledgement of Qualification & Assumption of Physical Fitness

Risks: Stand up Paddle Boarding (SUP'ing) and kayaking are a physical sport and may result in injuries or death to your body or equipment. The lessee verifies they are sufficiently qualified to operate the equipment within the allowable use area. The lessee agrees to assume the risk of any medical or physical condition they or those they are the legal guardian of (such as your child), may have including, but not limited to, pregnancy, heart conditions, back problems, knee issues, loss of consciousness and/or epilepsy.

The lessee agrees to not use this equipment while under the influence of any drugs or alcohol. Fatigue, chill, dizziness & other health or environmental factors may diminish reaction time and increase risk of accidents. The lessee understands the health risks and acknowledges they are physically able to safely use the equipment.

Acknowledgement of Inherent Risks such as, but not limited to the following:

- SUP'ing and kayaking are physical sports that may result in injuries or death
- The allowable use waters have risks associated with wind, waves, tidal currents, & boat traffic.
- The allowable use waters have wildlife risks associated with dangerous marine life – seals, sharks, jellyfish, birds.
- Sun exposure can cause cancer – be smart and wear sun protection and stay hydrated to avoid sunburn, sunstroke, & dehydration.

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- Do NOT SUP or kayak alone – always have a buddy or someone on shore watching you. We suggest leaving a “float plan” with someone staying on shore.
- Risks of collision with objects above and below the water. Specifically, we are located in the South River of Marshfield. You agree to avoid boats in the channel and stay out of the middle of the channel.
- Risks from inclement weather, lightning, wind, rain, hail, temperature fluctuations, hypothermia, heat exposure
- Risks associated with equipment failure or equipment misuse.
- FOG – be aware of fog.

The lessee recognizes and accepts this partial list of inherent risks.

Hold Harmless Clause: The lessee agrees to release, hold harmless and indemnify Yup Sup, LLC its real and personal property owners, its officers, members, agents and employees from and against any and all claims for any injury, property damage of any kind, or death under all circumstances including those caused by negligence, loss or cost including without limitation, attorney’s fees, arising in whole or in part, anywhere occasioned by any act or omission of the agreement, and any act or omission of any person utilizing the equipment. The lessee agrees that Yup Sup is not liable in any facet for any injuries or death for any period during or after the terms of this agreement. If any portion of this agreement is deemed unenforceable, all other parts shall remain in full force and effect.

Acknowledgement of State Law and Requirements: Lessee and all users acknowledge and understand that Massachusetts law requires:

- USCG-approved PFDs (life jackets) to be worn by all children under 12 years of age.
- All stand-up paddleboard users are required to have at least one USCG-approved PFD aboard at all times.
- Massachusetts has a Boating Under the Influence (BUI) law which prohibits operating any “vessel” while under the influence. A Blood Alcohol Concentration (BAC) of 0.08% or more is considered under the influence in Massachusetts.
- Kayaking Life Jacket Law – Life preservers are required to be worn by youth less than 12 years of age and canoeists/kayakers from September 15 – May 15.

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Damage and Whereabouts Responsibility: When participating in the rental or use of Yup Sup equipment (including paddleboards, life jackets, ankle leashes, and paddles), I agree to accept all responsibility to maintain the condition and whereabouts of all the equipment rented for the entire rental period and to pay all repair and/or replacement costs for any damage or theft that may occur to the equipment during the rental period. Should I damage a Yup Sup stand up paddleboard, I agree to pay a damage fee not to exceed \$600 per board. Should I lose or severely damage a Yup Sup paddle, I agree to pay a replacement fee not to exceed \$75.00. Should I lose or severely damage a Yup Sup leash, I agree to pay a replacement fee not to exceed \$35.00. Should I lose or severely damage a Yup Sup lifejacket, I agree to pay a replacement fee not to exceed \$35.00.

If I am not present during the delivery or return of my stand-up paddleboard, paddle, life jacket or leash, I will be fully responsible for any loss, theft, or damage to the equipment.

Governance: This release agreement and any rights, duties, obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Massachusetts and no other jurisdiction. Any litigation involving the parties to this Release Agreement shall be brought solely within the State of Massachusetts. The release agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity.

Participant's Name: _____

Address: _____

Telephone: _____

Emergency Contact (Name & Phone) _____

I acknowledge that I have read and agree that:

1. There are significant elements of risk in any adventure, sport, or activity associated with water sports and the outdoors. Although Yup Sup LLC

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- has taken reasonable steps to provide me with appropriate equipment and guidelines, I understand that the activity is not without certain risk.
2. The risk of injury from the activity is significant, including the potential for permanent paralysis and death. I am aware that the activity entails risks of injury or death. I understand that unknown or unanticipated risks may result in injury, illness, or death, as a result of participation in the activity.
 3. I knowingly and freely assume all such risks, both known and unknown, even arising from the negligence of the releases or others and assume full responsibility for my participation.
 4. I assume full responsibility for myself and any minor children for whom I am responsible, for any bodily injury, accident, illness, death, and loss of or damage to personal property as a result of any accident which may occur while renting. I agree to pay for damage to any equipment that resulted from my rental and understand that
 5. I acknowledge that I have read this release of liability and assumption of risk agreement and fully understand its terms. I hereby forever fully release, waive, discharge, and hold harmless Yup Sup LLC and its agents and/or employees, from all liability - included but not limited to: any and all claims, demands, losses, and liability arising out of or related to any injury, disability, or death I may suffer, or loss or damage to person or property, as related to the undersigned, his/her personal representatives, assigns, heirs and next of kin.

Agreement Signatures: In signing below, the lessee acknowledges they have read and understand the terms of this agreement in its entirety and voluntarily and freely agree to its terms.

Dated: _____
Signed: _____

I am at least 18 years old and have read and fully understand this agreement.

Printed Name: _____
Signature: _____

OR I am UNDER the age of 18 and my legal guardian accepting responsibility of the terms of his agreement is _____.

As legal guardian, I have read and fully understand this agreement

Printed Name: _____
Signature: _____
Relationship to Lessee: _____

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