

# MN SURF CO, INC Liability Waiver

## RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the sports of Stand Up Paddling, Stand Up Paddle Board racing, Windsurfing, Stand up paddle board Yoga, bicycling, Bike Rental and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence MN Surf Co, INC and it's owners, instructors, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate and also agree as follows:

1. I acknowledge that the sport of Stand Up Paddling, Windsurfing, or cycling involves known and unanticipated risks which could result in physical or emotional injury, paralysis, or permanent disability, death, and property damage. Risks include, but are not limited to, death as a result of drowning or brain damage caused by near drowning; broken bones, torn ligaments or strains as a result of falls while launching or exiting the water, or while carrying any related equipment; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simple cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to the physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees 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 their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should releasees 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.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else willing to assume and bear the costs of—all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that id any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. I agree to place a \$200 damage deposit for each board item rented. This will be held but not charged unless there is damage to the equipment rented. Both parties "MN Surf LLC and Renters" will inspect equipment prior to renting and look for any damage. Any damage will be noted below.

8. Condition of equipment-

Participation in stand up paddle board races, stand up paddle tours or lessons, Windsurfing, or bike rentals with The MN Surf Co, INC requires the following.

#1- You must be able to swim if your sport involves water. You must be confident of your swimming ability.

#2- You must be in good health and able to perform physical activities. If you have any conditions that may limit your participation, you must inform us prior to your tour, lesson, or rental.

#3- You must participate in an orientation of the sport you are signing up for with a MN Surf. If at any time you have questions, please ask one of our instructors.

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**By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my rights to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

**Participating while under the influence of alcohol and / or drugs is not permitted and that any outside alcohol is not allowed at the event.**

**I have read and understood this document and I agree to be bound by its terms.**

**Signature \_\_\_\_\_ Print Name \_\_\_\_\_**

**Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_**

**Zip \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_ Date \_\_\_\_\_**

**PARENT OF GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participation under the age of 18)**

In consideration of \_\_\_\_\_ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_  
Date \_\_\_\_\_