

**PARTICIPANT WAIVER & RELEASE OF LIABILITY AND
ASSUMPTION OF RISK AGREEMENT (this "Agreement")
READ CAREFULLY AND COMPLETELY BEFORE SIGNING**

JPM Management Services LLC d/b/a/ Jupiter Pointe Paddling

Participant's Name: _____ Date: _____

Phone: _____ Cell: _____ EMAIL: _____

How did you find us: _____

In consideration of receiving permission from JPM Management Services LLC d/b/a/ Jupiter Pointe Paddling ("JPP"), to enter upon the premises of Jupiter Pointe Marina, located in Tequesta, Martin County, Florida (the "Premises"), the receipt of such permission being hereby acknowledged, and in further consideration of receiving permission to participate in any JPP paddle program or JPP event or any activity incidental thereto (collectively the "Activities"), the receipt of such permission being also hereby acknowledged, I, the undersigned, hereby confirm that I fully understand, acknowledge and agree as follows:

1. The hazards and risks of injury from the Activities are significant including, but not limited to, damage to person and property, serious bodily injury, permanent paralysis and loss of life; I assume all such risks, both known and unknown, whether arising from, relating to or in connection with any act, omission, recklessness, negligence or gross negligence of JPP or others; I assume full responsibility for my participation; and I agree that JPP is not and will not be responsible or liable for any such damage, injury, paralysis or loss of life.
2. I will comply with any and all of JPP's terms and conditions of my participation in the Activities including, but not limited to, any JPP trip plan or suggested route for the Activities which I will follow, failing which I will immediately reimburse JPP for any rescue efforts JPP may determine to be necessary or appropriate. If I observe, realize or perceive any uncomfortable, unusual or significant hazard or risk during my participation, I will remove myself immediately from participation and immediately bring that hazard or risk to the attention of JPP.

EQUIPMENT RENTED:

TIME of Launch: _____

TIME of Return: _____

Notes (Tide, group, direction headed, etc): _____

3. I, for myself and my heirs, beneficiaries, personal representatives, successor, assigns and all other persons (the "Releasers"), will defend (with attorneys acceptable to JPP), release, indemnify, and hold harmless JPP and any all of JPP's related or affiliated companies, officers, directors, officials, volunteers, agents, representatives, employees, independent contractors, subcontractors, third-party vendors, concessionaires, other participants, sponsors, advertisers and owners and lessors of any premises, facilities or equipment used in the Activities, and their successor and assigns (collectively, the "Releasees"), from and against any and all liabilities, claims, demands, damages, losses, costs and expenses (including, but not limited to, attorneys' fees and costs through all appellate and post-judgment proceedings including, without limitation, any bankruptcy proceedings) arising from, related to or in any way connected with the Activities or my presence on Premises and any damage, harm, injury or death recklessness, negligence or gross negligence of any of the Releasees or otherwise, directly or indirectly, to the fullest extent permitted by law. I FURTHER UNDERSTAND AND AGREE THAT THE WAIVER, RELEASE AND INDEMNIFICATION CONTAINED IN THIS DOCUMENT SHALL APPLY TO ANY AND ALL ACTIVITIES PARTICIPATED IN ON THE DATE FIRST STATED ABOVE (THE "PARTICIPATION START DATE") AND SHALL CONTINUE TO APPLY TO ANY AND ALL ACTIVITIES THAT I PARTICIPATE IN AND TO EACH AND EVERY TIME I VISIT

Initials of Participant (if 18 or older)

Or Parent/Guardian (if Participant is under 18)