

5 TOES ON THE NOSE LLC. PARTICIPANT WAIVER 2016

Participant's Name: _____
Rental Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____
Drivers License Number: _____
Add to E-Mail List: _____



This document affects your legal rights. You must read and thoroughly understand it before you sign it.

STATEMENT OF RISKS: There are significant elements of risk in any adventure, sport, or activity associated with watersports, the outdoors, the presence of motorized watercraft, and activities incidental thereto (referred to herein as "the Activity"). Although 5 Toes on the Nose LLC has taken reasonable steps to provide you with appropriate equipment, the **activity of stand up paddleboarding is not without risk**. Certain risks cannot be eliminated without destroying the unique character of the Activity. The same elements that contribute to the unique character of stand up paddleboarding can be causes of loss or damage to equipment, cause accidental injury, illness, or in extreme cases, permanent trauma or death

ACKNOWLEDGEMENT OF RISKS: I acknowledge that the **following describes some, but not all, of the risks of participating in stand up paddle boarding:** 1) **Collision** with any of the following: other participants, other watercraft, and man-made or natural objects; 2) **Collision or falling off** the stand up paddle board, or other hazard which results in wetness, injury, exposure to the elements, hypothermia, or drowning; 3) **Changing water** flow, wind, wave action and boat wakes; 4) **Inclement weather**, lightning, variances and extremes of wind, weather and temperature; 5) **Getting on and standing** on the stand up paddle board 6) **Equipment failure or operator error**; 7) **Heat- or sun-related injuries** or illnesses including sunburn, sunstroke or dehydration; 8) **Fatigue, chill, and dizziness**, which may diminish reaction time and increase the risk of an accident. **I am aware that the activity of stand up paddleboarding entails risks of injury or death.** I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death as a result of participation in the Activity.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I hereby knowingly and freely assume all such risks, both known and unknown, including full responsibility for and risk of bodily injury, death or property damage as a result of my participation in the Activity and/or my use of the rented equipment, **even if the injury, death or property damage is caused, in whole or in part, by the negligence of, and any or all of the volunteers of 5 Toes on the Nose LLC and owner Sarah Weyenberg** (hereinafter "the releases").

I verify that I am physically fit and sufficiently capable to participate in stand up paddle boarding. **I assume full responsibility, for myself and any minor children for whom I am responsible, for any bodily injury, accident, illness, death, loss of personal property and expenses related thereto as a result of any accident which may occur while I participate in the activity.** I assume the risks of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, contusions, dehydration, drowning, oxygen shortage (anoxia), exposure, head, neck, and spinal injuries, bite or attack by an animal or insect, allergic reaction, shock, paralysis or death.

SUBSTANCE ABUSE: I agree to refrain from using alcohol or drugs prior to and during my participation in stand up paddleboarding.

USCG APPROVED PERSONAL FLOTATION DEVICE: I agree to wear a Coast-Guard-approved personal flotation device (PFD or life jacket) during the entire time that I am participating in the Activity. If I observe any unusual significant hazard during my presence or participation in the activity, I will remove myself from participation.

LEASH: I agree to wear the provided leash during my participation in the Activity.

DAYLIGHT: I agree to only stand up paddleboard during daylight. This allows for the stand up paddleboarder to be visible to others, and allows the user to have optimal visibility on the water.

100 FEET: I agree to stay within 100 feet of piers and 200 feet of the shoreline at all times.

DAMAGE TO PRODUCTS: I will be responsible for the full replacement cost of any equipment I have rented or I am using during a demonstration from 5 Toes on the Nose LLC, and agree to pay for damages to or replace such equipment in the event of any damages other than reasonable wear and tear.

RELEASE & WAIVER OF LIABILITY: I, the undersigned, for myself, my heirs, representatives, assigns, and next of kin, in consideration of the rental of equipment to me, **do fully and forever release, waive, discharge, hold harmless, and covenant not to sue the releasees from all liability** to the undersigned, his personal representatives, assigns, heirs, and next of kin for death, personal injury, or property damage and from any and all claims, demands, suits, loss, and causes of action asserting or on account of death, personal injury, or property damage suffered or sustained by me or any person or property as a result of or arising out of my participation in the Activity, **whether arising from the negligence of the releasees or otherwise**, to the fullest extent permitted by law.

I agree that any and all disputes between myself and the releasees arising from my participation in the Activity and/or use of this equipment, and including any claims for personal injury and/or death will be governed by the laws of the State of Wisconsin and exclusive jurisdiction thereof will be in the state court residing in the county where the alleged tort occurred or the federal courts of the State of Wisconsin.

I, the undersigned, acknowledge that **I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.**

Participant's Signature _____ Date of Birth ___/___/___

Date ___/___/___