In consideration of the equipment and services provided to me (the undersigned individual or individuals) by Bay Breeze Paddle Adventures, LLC d/b/a Tampa Bay SUP, and its owners, agents, officers, representatives, employees, volunteers, affiliates, successors and assigns (hereinafter collectively referred to as “Tampa Bay SUP”), I for myself and for my heirs, successors, assigns, parents, next-of-kin, personal representatives and estate (hereinafter collectively referred to as “my Heirs”), agree as follows:

1. **Risks.** I desire to paddle, rent, ride or otherwise tour upon one or more Stand Up Paddleboards (hereinafter referred to as

“Paddleboard” or “Paddleboards”) and/or a Kayak and/or a Waterbike and/or a PWC or Personal Watercraft and/or a Jet Ski provided by Tampa Bay SUP, commencing on the date indicated below, in and around the Tampa Bay area in Florida. These activities will involve paddling, operating, and being in close proximity to the operation of Paddleboards/Kayaks/Waterbike/PWC or Personal Watercraft/Jet Ski, boats, vessels – both on private property and on local area waterways (hereinafter “Paddleboard/Kayak/Waterbike/PWC or Personal Watercraft/Jet Ski Activity”). Tampa Bay SUP cannot guarantee that I will not be harmed or injured. I understand the Paddleboard/Kayak/Waterbike Activity involves inherent risk of loss, damage or injury – including, but not limited to, serious personal injury, disability or death. I understand that Paddleboards/Kayaks/Waterbike/PWC or Personal Watercraft/Jet Ski are operated in public areas, and on area waterways, creating a potential danger from swimmers, marine life, boats and other watercraft or other unsafe conditions outside the control of Tampa Bay SUP. I understand there is a possibility of injury due to unforeseen malfunctions of the Paddleboards/Kayaks/PWC or Personal Watercraft/Jet Ski or related equipment. I further understand that my own negligence in operating a Paddleboard/Kayak/Waterbike/ PWC or Personal Watercraft/Jet Ski could result in damage, loss or personal injury to myself or others.

1. **Assumption of Risk.** I agree to act with great care for my safety and well being, and that of all other people around

me during the Paddleboard/Kayak/Waterbike/PWC or Personal Watercraft/Jet Ski Activity. I understand that I have the right to decline to participate in any portion of the Paddleboard/Kayak/Waterbike/PWC or Personal Watercraft/Jet Ski Activity, and I will not engage in any activity I believe to be dangerous or beyond my capabilities. I am participating voluntarily in the Paddleboard/Kayak/Waterbike/PWC or Personal Watercraft/Jet Ski Activity at my own risk, and I expressly accept full responsibility for all of the risks, known and unknown. I agree that Tampa Bay SUP will not be liable to me for any injuries to me or my property that occur as a result of my participation in the Paddleboard/Kayak/Waterbike/PWC or Personal Watercraft/Jet Ski Activity.

1. **Release.** IN CONSIDERATION OF BEING ABLE TO PARTICIPATE IN THE PADDLEBOARD/KAYAK/WATERBIKE/PWC OR PERSONAL WATERCRAFT/JET SKI ACTIVITY, I AND MY HEIRS RELEASE AND DISCHARGE THE TAMPA BAY SUP FROM ALL PRESENT AND FUTURE LIABILITY TO ME OR TO MY HEIRS FOR ANY CLAIM, DEMANDS OR CAUSES OF ACTION ARISING FROM, OR RELATING TO, MY PARTICIPATION IN THE PADDLEBOARD/KAYAK/WATERBIKE/PWC OR PERSONAL WATERCRAFT/JET SKI ACTIVITY, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS FOR PHYSICAL OR MENTAL INJURY, DEATH, DISABILITY, AND PROPERTY DAMAGE, INCLUDING ANY CLAIMS ALLEGING NEGLIGENCE OR NEGLIGENT ACTS OR OMISSIONS BY TAMPA BAY SUP.
2. **Certification of Health, Physical Condition and Safety Rules.** I certify that I have no medical, physical, mental

or emotional conditions that I know, or reasonably suspect, could interfere with my ability to participate in the Paddleboard/Kayak/Waterbike/PWC or Personal Watercraft/Jet Ski Activity. If I have any such condition, I assume and bear all risks and costs of any injury or damage that may result from participation in the Paddleboard/Kayak/Waterbike/PWC or Personal Watercraft/Jet Ski Activity. I am in good health and not pregnant. I agree that I know how to swim. I also agree to wear a life jacket/Personal Flotation Device (PFD), or keep one on board the Paddleboard/Kayak/Waterbike/PWC or Personal Watercraft/Jet Ski at all times, during the Paddleboard/Kayak/Waterbike/PWC or Personal Watercraft/Jet Ski Activity. I also acknowledge that I have been instructed in the Safety rules for the Paddleboard/Kayak/Waterbike/PWC or Personal Watercraft/Jet Ski Activity, and that I have received adequate training in the safe and proper operation of a Paddleboard/Kayak/Waterbike/PWC or Personal Watercraft/Jet Ski. I am not under the influence of any drugs or alcohol, or any other substance that would impair my health, balance or judgment.

1. **Damaged Caused by Me.** I assume and bear all risk and costs of any injury or damage that I may cause to other

persons or property as a result of my operation of a Paddleboard/Kayak/PWC or Personal Watercraft/Jet Ski and my participation in the Paddleboard/Kayak/Waterbike/PWC or Personal Watercraft/Jet Ski Activity. I am responsible for my own actions while engaging in the Paddleboard/Kayak/PWC or Personal Watercraft/Jet Ski Activity. I also agree to reimburse Tampa Bay SUP at full retail value for any loss or damage of any kind that I cause to any Paddleboard/Kayak/Waterbike/PWC or Personal Watercraft/Jet Ski and/or accessories, other than normal and expected wear and tear.

1. **Insurance.** I certify that I have adequate medical and liability insurance to cover any injury or damage that I may cause

or suffer while participating in the Paddleboard/Kayak/Waterbike/PWC or Personal Watercraft/Jet Ski Activity. If I have no such insurance, I agree to be personally liable and responsible for all costs of any such injury or damage to myself or any other person.

1. **Nature of Release/Severability.** This release and waiver is intended to be as broad and inclusive as permitted by the

Laws of the State of Florida. If any portion of this agreement is held invalid, the remaining provisions shall still continue in full force ad effect.

8**. Attorney Fees and Costs.**  I agree that if Tampa Bay SUP is required to enforce this agreement, or to defend against an unsuccessful action brought by me notwithstanding this agreement, or to defend an action brought against Tampa Bay SUP by third parties for damages caused by me, I will indemnify Tampa Bay SUP against, and hold Tampa Bay SUP harmless from the same, and I will reimburse Tampa Bay SUP for all related attorney fees and costs, including fees and costs through appeal and/or bankruptcy.

1. **Venue and Waiver of Jury Trial.** I agree that any legal proceedings I institute against Tampa Bay SUP must

be brought only in Pinellas County and Hillsborough County, Florida, and that the law of Florida will govern any such proceedings. Furthermore, I knowingly, intentionally, voluntarily, and irrevocably WAIVE THE RIGHT TO A TRIAL BY JURY for any action relating to this agreement or to my participation in the Paddleboard/Kayak/Waterbike/PWC or Personal Watercraft/Jet Ski Activity. This waiver is a material inducement for entering into this agreement. **Agreement Controlling.** This agreement contains the entire agreement between Tampa Bay SUP and me, and supersedes any and all other agreements or representations, written or oral.

**Rental only: must be experienced at Stand Up Paddleboarding to rent paddleboards and/or kayaks/PWC or Personal Watercraft/Jet Ski, without a lesson. If we see a lack of experience, we have the right to pull you off the water. No refunds.**

**You also acknowledge that boarding floating dock or waterbike/PWC or Personal Watercraft/Jet Ski & use of dock ramp, floating dock and dock ladder and boat ramp or marina steps is at your own risk.**

**I UNDERSTAND THAT BY SIGNING THIS RELEASE AND WAIVER OF LIABILITY, I AM GIVING UP CERTAIN VALUABLE LEGAL RIGHTS AGAINST TAMPA BAY SUP. I have fully read this document and understand the legal consequences of this document, including my waiver of a right to a jury trial. I acknowledge that I have had an opportunity to ask questions regarding this Release and Waiver, and that I have the ability to refuse to participate in the Paddleboard and/or Kayak/Waterbike/PWC or Personal Watercraft/Jet Ski Activity without financial penalty if I do not agree to the conditions of the Release and Waiver.**

**NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN**

**Pursuant to Florida Statues §744.301**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF TAMPA BAY SUP USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM TAMPA BAY SUP IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULT FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND TAMPA BAY SUP HAS THE RIGHT TO **REFUSE TO LET YOUR CHILD** PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

**I SIGN THIS RELEASE AND WAIVER FREELY AND VOLUNTARILY, AND I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS TWO (2) PAGE DOCUMENT.**

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**PRINT NAME of ALL Paddlers/Participants Date City & State you live in**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGNATURE of all Paddler/Participant(s) or signature of Parent or Legal Guardian if paddler/participant is under the age of 18**

 **E-mail Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Coupon \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**How did you find out about us? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Parental Authorization for Minor Child:**  I hereby certify that I am the parent or legal guardian for the below listed minor(s). I have read and understand this agreement, and I am aware of the risks involved for my child to participate in the Paddleboard/Kayak/Waterbike/PWC or Personal Watercraft/Jet Ski Activity. I consent to my child’s participation, and accept all of the terms and conditions of this Release and Waiver on behalf of the listed minor(s). I have the authority and consent of any other parents or legal guardians to execute this agreement on behalf of the listed minor(s). I agree to supervise the listed minor(s) and ensure compliance with the safety rules and the terms of this Release and Waiver.

Child: 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Age: \_\_\_\_) 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Age: \_\_\_\_)

 3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Age: \_\_\_\_) 4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Age: \_\_\_\_)