

Fin's Paddle Board Rentals, Inc.
RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNIFICATION AGREEMENT

Participant's Full Name (to be filled out for each user of the rental equipment)

I, the undersigned am the Participant named above and am at least 18 years of age, or I am the parent/legal guardian of a minor or dependent Participant named above who will use the rental equipment provided by Fin's Paddle Board Rentals, Inc. (hereinafter "Fin's"). In consideration of being permitted to rent/use equipment from Fin's, I hereby enter into this binding Release of Liability, Assumption of Risk & Indemnification Agreement (hereinafter referred to as the "Agreement") by my initials/signature below.

1. **CERTIFICATION:** I certify that Participant is a proficient swimmer, can operate and use the rental equipment, and understands the equipment's use and function. I also certify that Participant has no medical or physical condition that would preclude his/her use of the rental equipment provided by Fin's. I understand that Participant is required to have a properly fitted U.S. Coast Guard-approved lifejacket while in and on the water. I acknowledge that Participant has been provided with said lifejacket or that Participant has his/her own lifejacket and I chose not to use the ones provided by Fin's. I agree that any rental equipment provided by Fin's is for the sole and exclusive use of Participant and will not be used by any other person. I certify that any minor/dependent Participant's use of the rental equipment is supervised by an adult.

2. **ACTIVITY & ASSOCIATED RISK:** I acknowledge that the activity for which I am renting equipment from Fin's is inherently hazardous, and that Participant may be exposed to dangers and hazards, including by way of example and not limitation, vessel collision, negligence of others, injuries from his/her lack of fitness, submerged hazards, tidal races and overfalls, lack of hydration, open water crossings, hypothermia, unpredictable ocean, river or water currents, hostile wildlife, equipment failure, inclement or dangerous weather conditions, hazards associated with transportation to and from the activity, hazards associated with transporting the equipment, drowning, death, paralysis, overexertion, etc.

3. **ASSUMPTION OF RISK:** I HEREBY ASSUME ALL OF THE RISKS, which might occur associated with Participant's rental and/or use of equipment, including by way of example and not limitation, any risk that may arise from negligence or carelessness on the part of Fin's, its employees, contractors, directors, officers, agents, or suppliers from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I understand that Participant uses the equipment rented from Fin's at his/her own risk and that any such equipment is provided without warranty of its condition or stability.

4. **RELEASE OF LIABILITY:** I hereby RELEASE Fin's, its employees, contractors, directors, officers, agents, or suppliers (hereinafter "Released Parties") FROM ALL LIABILITY, CAUSES OF ACTION, CLAIMS AND DEMANDS that may arise in any way from death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to Participant during his/her use of any of the equipment rented by Fin's or in any way associated with the rented equipment. The RELEASE includes claims for negligence of the Released Parties. The RELEASE also includes claims of strict liability for abnormally dangerous activities or for product liability. I agree NOT TO SUE or make a claim against the Released Parties for death, injury, loss or harm that occurs during Participant's use of the rental equipment, or in any way related to the rental equipment.

5. **INDEMNIFICATION & HOLD HARMLESS:** I agree to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims referred to in paragraph 4 of this Agreement, including claims for their own negligence. I also agree to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for Participant's own negligence, and any other claim arising from Participant's use and/or in any way connected to the rental equipment provided by Fin's. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlement and defense costs, including attorney's fees, that they incur because of any such claims made against them.

6. **BINDING ON ESTATE AND REPRESENTATIVES:** I agree that the terms of this Agreement are binding on my estate, heirs, representatives, and assigns, and that they will be obligated to adhere to, be bound by and enforce the terms of this Agreement, including the release and indemnification terms in paragraphs 4 and 5 of this Agreement.

7. **SEVERABILITY:** The purpose of this Agreement is to be an enforceable release of liability and indemnity agreement. I agree that if any portion or provision of this Agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision or language will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the Agreement.

8. **APPLICABLE LAW, FORUM:** This Agreement is governed by and shall be construed in accordance with the laws of Utah, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the rental of Fin's equipment shall be brought only in the Sixth Judicial District of Utah, and I agree to the venue and jurisdiction of that court.

9. **ATTORNEY'S FEES.** In any litigation in which a party is seeking to uphold or enforce this Agreement, I agree that the prevailing party shall be awarded fees and costs.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I AM AWARE THAT IT IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

CHECK THIS BOX IF YOU ARE TAKING YOUR OWN LIFE JACKET. By checking the box, I am acknowledging that Participant has his/her own life jacket, and I am choosing not to use one provided by Fin's. I am aware that Fin's always requires wearing a life jacket while on its rental equipment, I will be held liable for all injuries and possibly death.

Participant's Signature

Parent/Guardian Signature (if Participant is under 18)

Participant's name

Parent/Guardian Name

Today's Date:

Today's Date: