

EpicSUP Standup Paddle Board & Kayak Rental Waiver and Release Agreement

In consideration of the services of EpicSUP, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "EpicSUP"), I hereby agree to release, indemnify, and discharge EpicSUP, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge outdoor activities, including instruction and travel to such activities, entail known and inherent risks, as well as unknown and unanticipated risks which could result in serious emotional or physical injury, paralysis, death, drowning or damage or loss to myself, third parties and my own or others' property. I understand such risks cannot be eliminated without jeopardizing the essential qualities of the activity.
2. Furthermore, EPICSUP staff have difficult jobs to perform. They seek safety but are not infallible. They might not be aware of a participant's fitness or abilities. They might misjudge the weather, the elements, terrain, trail or river route location. They may give insufficient warnings or instructions, and the equipment being used might malfunction.
3. I hereby voluntarily release, discharge and agree to indemnify and hold harmless EPICSUP from any and all claims, demands, liability, losses or causes of action which are in any way connected with my participation in this activity or use of EPICSUP's equipment or facilities, including claims related to injury to person or property, disability or death, whether arising from the negligent act or omission of EPICSUP or otherwise, breach of contract and/or warranty or any other legal theory. This waiver does not apply to claims, demands, losses or liability determined to be the result of the gross negligence or willful misconduct of EPICSUP.
4. Should EPICSUP or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify them for all such fees and costs. I agree that this document and all other aspects of my relationship with EPICSUP are governed by the laws of the State of Texas, and that any legal action resulting from my participation in this activity shall be brought only in Travis County, Texas. In the event that any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risk that may be created, directly or indirectly, by any such condition.
6. I certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
7. I understand it is required by law to have a properly fitted U.S. Coastguard approved flotation device (lifejacket) while in and on the water. The undersigned understands that Standup Paddle Boarding should be undertaken after proper instruction and training and that EPICSUP is not providing such training in connection with the rental of equipment. The undersigned assumes full responsibility for deciding where, when and with whom to paddle. The undersigned acknowledges and agrees that the rental equipment provided by EPICSUP is for the sole and exclusive use of the undersigned and may not be used by any other person.
8. In signing this document, I fully recognize that if injury, illness, death, loss or damage occurs to me while I am engaged in this rafting trip, I will have no right to make a claim or file a lawsuit against EPICSUP or its officers, agents or employees, even if they or any of them negligently cause or contribute to my injury, illness, death, loss or damage.
9. I hereby grant EPICSUP the right to take and utilize photographs and video of me participating in these activities for the purpose of sale, promotion and advertising.

I have carefully read this agreement and understand its contents and I agree to be bound by its terms. I am aware this is a waiver and a release of liability and I sign it voluntarily. I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against EpicSUP on the basis of any claim from which I have released them herein. I also understand that I should not and may not participate in this activity if I am under the influence of alcohol or drugs. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ **Print Name:** _____

Address: _____ **Phone:** _____

Email: _____ **Date:** _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by EpicSUP to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless EpicSUP from any and all Claims which are brought by, or on behalf of, Minor and which are in any way connected with such use or participation of Minor.

Parent or Guardian: _____ Print Name: _____

Date: _____