



LIABILITY WAIVER

IMPORTANT. READ CAREFULLY. This document affects your legal rights. It must be signed by you, the “Participant”, whether you are an adult or minor, if you are renting or otherwise using equipment or participating in activities offered by **PADDLE CAPE COD MA, LLC** (referred to in this document as “Provider”). It must also be signed by your parent or guardian if you are a minor Participant (under 18 years of age). The parent or guardian agrees to these terms individually and on behalf of the minor. Only a parent or a legal guardian may sign for a minor Participant. References in this agreement to “I” or “We” include all who sign below unless otherwise clearly indicated.

PARTICIPANT AGREEMENT

(including acknowledgment of risks, express assumption of risk and responsibility, covenant of good faith, authorization, release, and additional provisions).

In consideration of the opportunity to rent or otherwise use certain equipment and/or participate in activities offered by Provider, Participant, (adult or minor), and the parent or guardians of a minor Participant, understand, acknowledge, and agree as follows:

There are significant elements of risk in any adventure, sport, or activity associated with watercraft, including but not limited to canoes, kayaks, paddle boats, rafts, stand-up paddleboards, SUPs, rowboats, tubes, and motorized craft (referred to herein as “activity”) and the use of any equipment therewith.

ACKNOWLEDGEMENT OF RISKS: The risk of injury from the activities involved in this program or activity or use of this equipment is significant including the potential for permanent paralysis and death. I realize that there are risks both known and unknown in the use of any watercraft and that the use of a craft in or upon water may involve hazards including but not limited to changing water flow or currents, which may be fast, deep, cold and subject to rapid change including; objects which encountered in and out of the water, and which may not be obvious, including but not limited to debris, trees, rocks, boulders, dams, and bridges, submerged and/or semi-submerged objects; the varying wind and weather conditions, the presence of other watercraft, the speed at which I travel, the stability characteristics of a watercraft, equipment failure, and my sense of balance and inability to control the craft or follow orders can pose a dangerous risk to my safety; that certain potentially serious risks associated with this activity including but not limited to collision, upset, overturn, and sinking can result in getting wet, injury, exposure to the elements, and/or drowning; and that I may suffer accidents or illness in remote places where there are no available medical facilities. The watercraft may overturn, and sink and occupants may become separated from the craft; feet and other parts of the body may become entrapped in or under rocks and other objects, including the watercraft itself. Participants may strike or be struck by objects, other watercraft, and other persons, in and outside of the watercraft. The activities are subject to unpredictable forces of nature, including exposure to the sun, heat, cold, wind, hail, lightning, flash floods, and other phenomena. I realize that personal property may be lost or damaged; and that certain foreseeable and unforeseeable events can contribute to the unpredictability of the risks, dangers, and hazards. I, as a participant, and in the case of a parent or guardian signing on behalf of a minor Participant,

acknowledge and understand that the description of activities and risks above is not complete and that all activities, whether or not described, may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the activity. Participation in the activities can cause bites, stings, allergic reactions, overexertion, heatstroke, hypothermia, illness due to contaminated water, burns, cuts, bruises, broken bones, and other injuries and illnesses. Property loss, serious injury, and death, including by falling and drowning, are possible.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the activity which I, or any minor children for which I am responsible, will engage in, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS. I confirm that I am (we are) physically and mentally capable of participating in the activity and using the equipment. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents, or illness, including permanent paralysis and death. I assume all responsibility for damage to or loss of personal property as the result of any accident that may occur. Furthermore, I/we accept full responsibility for determining all participants' medical, physical, or other qualifications or suitability for participating in the activities. BENTEN NIGGEL DBA PADDLE CAPE COD MA, its principals, directors, officers, agents, employees, volunteers, other participants, sponsors, advertisers, and if applicable owners, lessees of premises, and each and every landowner, municipal, and/or government agency (RELEASES) upon whose property activity is conducted is not responsible for water conditions, routes, or other activities of renters of equipment. Alcohol will, and other substances may impair judgment and reduce the Participant's ability to effectively manage risks including but not limited to water level, and land activities. Participants should inspect unfamiliar rapids and other hazards before attempting to pass through or over them; Participants should always wear a fastened life jacket (personal flotation device); Participants should wear footwear that will provide protection from sharp objects, and which will minimize the risk of foot entrapment. Failure to adhere to these and other safety precautions may result in serious injury or death.

I assume the risk(s) 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, and/or contusions, dehydration, drowning, oxygen shortage (anoxia), head, neck and/or spinal injuries, animal bite or attack, insect bite, allergic reaction, shock, paralysis, and/or death; and acknowledge that if, during the activity, I/we experience fatigue, chill and/or dizziness my/our reaction time may be diminished and the risk of accident increased.

COVENANT OF GOOD FAITH: I recognize that you, as a provider of services, will operate under a covenant of good faith and fair dealings, but that you may find it necessary to terminate an activity due to the force of nature, medical necessities, or other problems, and/or refuse or terminate the participation of the person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants. I willingly agree to comply with the terms and conditions for participation. If I observe any significant hazard during my presence or participation I will remove myself from participation and bring such to the attention of the nearest official immediately.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs that rescue and/or medical services as may be incurred on my/our behalf. I authorize the Provider to provide or obtain for me, or the minor child for whom I sign, such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and related transportation. Any dispute between Provider and me or the minor child for whom I sign will be governed by the substantive laws of the State of Massachusetts, and any mediation or suit shall take place only in the State of Massachusetts, in the County of Barnstable. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized

by the Courts of the Commonwealth of Massachusetts and the County of Barnstable. I agree to pay all costs and attorney's fees incurred by Provider in defending a claim or suit brought by me or on behalf of the minor for whom I sign if the claim or suits is withdrawn or to the extent a court or mediator determines that Provider is not responsible for the claimed injury or loss. **I understand that I am responsible for the full cost of any broken or damaged equipment.**

RELEASE: In consideration of services or property provided, I, for myself and any minor children for whom I am parent, legal guardian, or otherwise responsible, any heirs, assigns, personal representatives, and next of kin HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS BENTEN NIGGEL DBA PADDLE CAPE COD MA, LLC, its principals, directors, officers, agents, employees, volunteers, other participants, sponsors, advertisers, and if applicable owners, lessees of premises, and each and every landowner, municipal and/or government agency (RELEASES) upon whose property activity is conducted, from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASES OR OTHERWISE, to the fullest extent permitted by law.

ADDITIONAL PROVISIONS: By signing this waiver I consent to my email and other contact information provided by myself for myself, or for others, being added to Paddle Cape Cod MA, LLC's marketing campaign which will include occasional emails containing new offerings, promotions, and other information pertaining to the company.

Media Release: I grant permission to Paddle Cape Cod MA, LLC, its principals, directors, officers, agents, employees, volunteers, other participants, sponsors, and advertisers, hereinafter for this section referred to as "Media" to use my image (photographs and/or videos) for use in Media publications including website, printed content, newsletters, email blasts, promotional videos, and all other general publications. I hereby waive any right to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image. I, for myself, and individually and on behalf of any minor for whom I represent, am competent to contract this release. I have read this release before signing, and I fully understand the contents, meaning, and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing to adventure@paddlecapecodma.com prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

Additional Equipment Damage Clause: I am responsible for returning all the equipment provided in the same condition I received it in. In the case of damage, theft, or loss, during the duration of my care and custody, I will be responsible for their replacement cost at the additional charge of:

\$750 per canoe

\$650 per kayak

\$550 per paddleboard

\$100 significant cosmetic damage

\$50 per lifejacket and/or per paddle

\$25 per dry bag and/or per kayak seat

I understand that damage is at the discretion of Paddle Cape Cod MA, LLC, its principals, directors, officers, agents, and employees.

Service Clause: I understand that if I choose to participate in this activity at a pre-selected location for which my rental is delivered to, that I am responsible for returning all my equipment to the same location it was

brought to. I understand that if I do not return all the equipment to the same location, or the designated area by Paddle Cape Cod MA, I will be charged an additional pick-up fee of \$25. I understand that I have chosen to participate in this activity for a pre-selected, finite amount of time. If I fail to return the equipment on time, then I agree to be charged at the additional rate of \$10 per half hour (30 minutes). Additionally, if I temper with, or otherwise deactivate, remove, or damage the GPS monitoring (AppleTags) of rental equipment then I agree to be charged an additional fee of \$100 for their repair or replacement.

I HAVE READ THE FOREGOING PARTICIPANT AGREEMENT INCLUDING ACKNOWLEDGEMENT OF RISK, EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY, COVENANT OF GOOD FAITH, AUTHORIZATION, RELEASE, AND ADDITIONAL PROVISIONS AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Adult First & Last Name

Signature

Date

Phone

Email

Adult First & Last Name

Signature

Date

Phone

Email

Adult First & Last Name

Signature

Date

Phone

Email

Child First & Last Name

Date of Birth

Date

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