

2 Stand Up Guys, LLC
Liability Waiver
Release and Indemnity Agreement
This document will affect your legal rights and liabilities
Please read carefully before signing

To: 2 Stand Up Guys, LLC,

I am aware that paddleboarding involves many inherent RISKS, DANGERS and HAZARDS, including not limited to, the use and operation of paddleboards (SUP's), impact of collision with SUP's of any thereof including the fins and other attachments; skin irritations or abrasions caused by the use of swimsuits and or wetsuits; ear infections caused by the water; impact to the beachhead, or, as the case may be, the ocean floor; severe weather conditions; my ability to swim in dangerous water conditions, as the case may be; extreme water and air temperatures; the prevailing condition of the surf; undertow and tide; the possible existence of dangerous rocks, reefs, driftwood, logs, floating objects, sea mammals and other hazards and obstructions, whether marked or unmarked in the area chosen by you to conduct SUP lesson; impact of collision with other watercraft, swimmers, other surfers or their surfboards, whether or not caused by negligence of such swimmers, surfers, or watercraft users; dangers involved in traveling to the surfing area including possible transportation provided by 2 Stand Up Guys and hazards involved in reaching the shoreline by foot; negligence on the part of 2 Stand Up Guys or its staff. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from such risks, dangers, and hazards. In consideration of 2 Stand Up Guys agreeing to provide me with possible transportation, instruction, supervision and training (which are together referred to as the "SUP Services") as part of the lesson I have registered for with 2 Stand Up Guys.

I hereby agree as follows:

1. TO ASSUME AND ACCEPT ALL RISKS, DANGERS AND HAZARDS in connection with my use of the SUP Services.
2. TO WAIVE ANY AND ALL CLAIMS that I may have against 2 Stand Up Guys, their director, employees and representatives (all of whom are collectively referred to as "2 Stand Up Guys");
3. TO RELEASE 2 Stand Up Guys from any and all liability for any loss, damage, injury or expense that I, or my next of kin, may suffer or incur as a result of my use of the Surfing Services due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF 2 Stand Up Guys;
4. TO HOLD HARMLESS AND INDEMNIFY 2 Stand Up Guys from any and all liability for property damage, personal injury or death suffered by myself or by a third party as a result of my use of the SUP Services;
5. THAT THIS RELEASE AND INDEMNITY AGREEMENT shall be effective and binding on my heirs, next of kin, executors, administrators, and assigns, in the event of my death;
6. TO OBEY all warnings, safety instructions, cautions and other notices provided to me by 2 Stand Up Guys;
7. 2 Stand Up Guys have the right to refuse to provide me with SUP Services if, in the opinion of 2 Stand Up Guys, my swimming abilities, health or the prevailing weather conditions could render it dangerous or unsafe for me to use such SUP Services.

I have read and understand this Release and Indemnity Agreement prior to signing it and am aware that by signing this document, I am affecting the legal rights and liabilities of myself, my heirs, next of kin, executors, administrators and assigns in relation to 2 Stand Up Guys.

DATED THIS _____ DAY OF _____ 2010

PARTICIPANT'S SIGNATURE _____

PARTICIPANT'S NAME (please print) _____

PARENT OR LEGAL GUARDIAN'S SIGNATURE _____

PARENT OR LEGAL GUARDIAN'S NAME (please print) _____

Emergency Contact (name) _____
(phone number) _____

Additional Information

Name? _____

How did you hear about us? _____

Where are you from? _____

Height? _____

Your swimming ability? (scale of 1-5, with 5 being the strongest) _____

Email Address (optional) _____

Phone number (optional) _____

Photography Consent Form

I hereby grant full permission to the 2 Stand Up Guys LLC to use either my photograph and name (if necessary) or my child's photograph and name (if necessary) in any publication or advertising materials (printed or electronic). This consent also serves to waive all rights of privacy or compensation which I may have in connection with the use of my photograph and/or name or my child's photograph and/or name.

PARTICIPANT'S SIGNATURE _____

PARTICIPANT'S NAME (please print) _____

PARENT OR LEGAL GUARDIAN'S SIGNATURE

PARENT OR LEGAL GUARDIAN'S NAME (please print)
