

BOARD BROS
PARTICIPANT AGREEMENT, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK

Please read both sides of the document

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

1. ACKNOWLEDGMENT OF RISKS

I acknowledge that participation in stand-up paddleboarding and related water-based activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

These risks include, but are not limited to: slips and falls; accidental drowning; capsizing and entrapment; collision with other participants, watercraft, or fixed objects; unpredictable water and weather conditions including strong winds, tides, currents, surf, large waves, whirlpools, and lightning; exposure to sun, heat, or cold leading to sunburn, heatstroke, hypothermia, or dehydration; exposure to marine life, wildlife, and hazardous plants; physical exertion which may result in musculoskeletal injuries, including sprains, strains, broken bones, back injuries, or concussions; infectious disease, including exposure to COVID-19 and other pathogens; equipment failure; and lack of immediate medical care in remote locations. I understand that Board Bros personnel are not infallible and may misjudge weather, fitness, or environmental conditions, or provide incomplete warnings or instructions.

2. ASSUMPTION OF RISK

I expressly agree and promise to accept and assume all of the risks existing in this activity, whether known or unknown, and whether caused in whole or in part by the negligence of Board Bros. My participation is purely voluntary, and I elect to participate despite the risks.

I understand that a U.S. Coast Guard–approved life jacket is required to be worn at all times during paddleboarding activities, and I agree to comply fully with all safety rules and instructions.

3. RELEASE OF LIABILITY AND WAIVER OF CLAIMS

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Board Bros from any and all claims, demands, or causes of action which are in any way connected

with my participation in this activity or my use of Board Bros' equipment or facilities, including any such claims which allege negligent acts or omissions of Board Bros.

This release includes claims for personal injury, death, property damage, or any other loss, including claims arising from the negligent rescue operations or emergency medical assistance by Board Bros.

4. INDEMNIFICATION

I agree to indemnify, defend, and hold harmless Board Bros and all persons or entities acting on its behalf, including but not limited to its owners, officers, employees, agents, and volunteers, from and against any and all claims, damages, losses, liabilities, and expenses (including attorney's fees and court costs) arising out of or related to my participation in paddleboarding activities or my use of Board Bros' equipment or facilities, including but not limited to claims of personal injury, property damage, third-party claims, or violations of law, whether caused by my actions, omissions, or otherwise.

5. INSURANCE AND MEDICAL CERTIFICATION

I certify that:

- I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or I agree to bear the costs of such injury or damage myself.
- I have no medical or physical condition which would impair my ability to participate safely in this activity, or I have consulted a physician and have been cleared to participate.

6. JURISDICTION AND SEVERABILITY

This Agreement shall be governed by and construed in accordance with the laws of the State of California. I agree to submit to the exclusive jurisdiction of the courts located in Alameda County, California. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7. WAIVER OF UNKNOWN CLAIMS UNDER CALIFORNIA LAW

I expressly waive the protection of California Civil Code Section 1542, which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

I understand and agree that this waiver applies to all unknown and unanticipated claims, including those that, if known, would have materially affected my decision to sign this agreement.

8. MINORS

If the participant is under the age of 18, the undersigned parent or legal guardian agrees to:

- Allow the minor to participate and sign on their behalf;
- Release all claims, including those arising from negligence, against Board Bros related to the minor's participation;
- Accept full responsibility for any injury, death, or loss suffered by the minor.

9. NO WARRANTIES

I acknowledge that Board Bros makes no warranties, express or implied, regarding the condition, performance, or fitness of the equipment. I accept all equipment 'as-is' and agree that I am responsible for inspecting it before use.

10. SAFE OPERATION

I agree to operate the paddleboard and all related equipment in a reasonable, lawful, and safe manner so as not to endanger myself, others, or property.

11. COVENANT NOT TO SUE

I agree not to initiate any lawsuit or legal action against Board Bros or its representatives for any claims covered by this release.

12. CONTRACTUAL AGREEMENT

I understand and agree that this document is a legally binding contract and will be enforceable to the fullest extent of the law.

13. PERSONAL PROPERTY DISCLAIMER

I understand that Board Bros is not responsible for the loss, theft, or damage of any personal items brought to or used during my participation, including but not limited to phones, bags, wallets, and clothing.

14. UNAUTHORIZED USER CLAUSE

I agree that only individuals who have signed a Board Bros LLC liability waiver are authorized to operate the rented equipment. I will not permit any other individual to use the equipment unless they have signed a Board Bros LLC liability waiver. If I allow an unauthorized person to use the equipment, I agree to assume all liability and indemnify Board Bros LLC against any claims, losses, or injuries resulting from that unauthorized use

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ BOTH SIDES OF THIS ENTIRE DOCUMENT. I UNDERSTAND ITS CONTENTS AND AGREE TO BE LEGALLY BOUND BY ITS TERMS. I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Participant Name (Print): _____

Signature: _____

Date: _____

Parent/Guardian Name (if under 18): _____

Parent/Guardian Signature: _____

Date: _____