

Turtle Island Standup Paddle Boarding, LLC

ACTIVITY PARTICIPATION WAIVER, RELEASE, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

Turtle Island Standup Paddle Boarding, LLC ("Turtle Island") provides services related to paddle board activities including providing paddle boarding lessons, renting paddles and boards for individual use, and providing guided tours of the area surrounding the lake.

I acknowledge that there are significant known and unanticipated risks associated with outdoor and water-related activities which could result in physical or emotional injury, accidents and/or illness, including but not limited to cuts, wounds, scrapes, abrasions, sprains, fractures, torn or bruised muscle or other tissue, eye injury, bites, stings and/or allergic reactions, dehydration, drowning, exposure, head, neck and spinal injuries, shock, paralysis, death, or other damage to myself, to property, or to other people. I understand that such risks cannot be eliminated without jeopardizing the essential character of the activity.

ASSUMPTION OF RISK: I expressly agree to assume all of the risks and responsibility of my participation in the activities available through Turtle Island, whether specifically identified above or not, and I assume full responsibility for myself, and minor children for whom I am responsible and persons for whom I am guardian ("My Parties"), for bodily injury, accident, illness, death, loss of personal property, and expense incurred as a result of injury or damage that may occur. I acknowledge and certify that: (i) my participation is voluntary, and that I elect to participate in spite of the risks; (ii) wearing a personal flotation device and leash at all times during participation in water activities is required and that I shall cooperate in doing so and assume such responsibility for myself and My Parties; (iii) I and My Parties are in healthy physical condition, not under the influence of drugs or alcohol, and sufficiently capable of participating in such activities; and (iv) I am willing to assume the risk of any medical or physical condition I or My Parties may have.

RELEASE & INDEMNIFICATION: In consideration of the services provided by, and my participation in the activities available from, Turtle Island I hereby, on behalf of myself, my spouse, my children, wards, my parents, my heirs, assigns, personal representatives and estate, voluntarily release, forever discharge, and agree to indemnify and hold harmless Turtle Island, and its agents, owners, officers, participants, employees, representatives, assigns and all other persons or entities acting in any capacity on the behalf of any of such parties (the "Turtle Island Parties") from any and all claims, demands, or causes of action, which are in any way connected with my or My Parties participation in the activities or use of equipment or facilities, including any such claims which allege negligent acts or omissions of Turtle Island. Should any of the Turtle Island Parties be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. In consideration of any minor being permitted by his/her parent or guardian to participate in this activity, I further agree to indemnify and hold harmless Turtle Island from any and all claims brought by or on behalf of the minor and which are in any way connected with such use or participation by the minor.

I certify that I have adequate insurance to cover any injury or damage I or My Parties may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself.

I agree that any lawsuit over this agreement or my participation in the activities shall be brought solely in the state of Texas and the substantive law of Texas shall apply in that action without regard to the conflict of law rules of any state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect.

By signing this document, 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 Turtle Island on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document, which I have read and understood. I agree to be bound by its terms.

Participant

Name: _____ Signature: _____

Date: _____ Signature Parent/Guardian: _____

(if under 18 or have a guardian)

- Personal flotation device and leash are required at all times during participation in water activities.