



A Stoked Life, LLC  
dba Surf'SUP Colorado  
14011 W. Quincy Ave., Unit D  
Morrison, CO 80465  
surfsupcolorado.com 720-635-7873  
Mindy & Nathan Heimer surfsupco@astokedlife.com

## Activity Release and Waiver

This document affects your legal rights.  
Please read the entire document thoroughly and understand it before signing

Pickup Date/Time \_\_\_\_\_ Date/Time Return \_\_\_\_\_  
Location: \_\_\_\_\_  
Participant's Name \_\_\_\_\_ Phone \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Lesson \_\_\_\_\_ Rental \_\_\_\_\_ Pick-up Rental \_\_\_\_\_  
Boards \_\_\_\_\_ Paddles \_\_\_\_\_ PFDs \_\_\_\_\_ Leashes \_\_\_\_\_ Rack pads & straps \_\_\_\_\_  
Payment: Cash \_\_\_\_\_ Credit Card \_\_\_\_\_ Driver's License: \_\_\_\_\_  
Add to E-Mail List? \_\_\_\_\_

**STATEMENT OF RISKS:** There are significant elements of risk in any sport or activity associated with Stand Up Paddleboarding, all water sports, the outdoor environment, the presence of motorized watercraft, transportation to and from the activity site, and any activities incidental to the intended activity, referred to herein as the "Activity". Although reasonable steps have been taken to provide the participant with appropriate equipment, the Activity is not without risk. Certain risks cannot be eliminated without altering the character of the Activity. These risks can be the cause of loss or damage to equipment, cause accidental injury, illness, or in extreme cases, permanent trauma or death. It is important for the participant to know in advance what to expect and to be informed of the inherent risks. Any questions regarding the element of risk of the Activity should be addressed to an agent of A Stoked Life, LLC dba Surf'SUP Colorado before participation in the Activity.

**ACKNOWLEDGEMENT OF RISKS:** The participant acknowledges that the following is a description of some, but not all, of the risks of participating in the Activity: 1) Changing water conditions due to water flows, currents, wave action and boat wakes; 2) Collision with any of the following: other participants, other watercraft, and man-made or natural objects; 3) Changing environmental conditions due to inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) Usual or accidental activity which results in wetness, injury, exposure to the elements, hypothermia, or drowning; 5) Boarding, standing up on, and/or falling off a paddleboard or any other water craft or structure; 6) Equipment failure or operator error; 7) Exposure to heat or sun related injuries or illnesses including sunburn, sunstroke or dehydration; 8) Usual or accidental activity which results in fatigue, chill, and/or dizziness, which may diminish the participant's reaction time and increase the risk of an accident.

The participant acknowledges that the Activity may entail significant risks of injury or death. The participant understands the description of these significant risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death as a result of any participation in the Activity.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** The participant hereby knowingly and freely assumes all such risks, both known and unknown, including full responsibility for and risk of bodily injury, death or property damage as a result of their participation in the Activity and/or the participant's use of any rented equipment, even if the injury, death or property damage is caused, in whole or in part, by the negligence of A Stoked Life, LLC dba Surf'SUP Colorado and any or all of its owners, agents, and employees (referred to herein as "the releasees").

The participant verifies that they are sufficiently physically fit and sufficiently qualified and capable to participate in the Activity. The participant agrees to inform A Stoked Life, LLC dba Surf'SUP Colorado of any significant aspects of the participant's physical condition or medical history that might increase the risk to themselves or others, and to disclose all medical information that may be relevant to proper emergency treatment by any agent of A Stoked Life, LLC dba Surf'SUP Colorado or any medical facility or professional.

The participant assumes full responsibility, for himself and any minor children for whom the participant is responsible, for any bodily injury, accident, illness, death, loss of personal property and expenses related thereto as a result of any accident which may occur while they participate in the Activity. The participant assumes the risks 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, contusions, dehydration, drowning, oxygen shortage (anoxia), exposure, head, neck, and spinal injuries, bite or attack by an animal or insect, allergic reaction, shock, paralysis or death.

The participant agrees to refrain from using alcohol or drugs prior to and during any participation in the Activity. The participant agrees to wear a Coast-Guard- approved personal flotation device (PFD or life jacket) during the entire time that they are participating in the Activity.

If the participant observes any significant hazard during their participation in the Activity, the participant will remove themselves in an expedient manner from the hazard and bring such hazard to the attention of an agent of A Stoked Life, LLC dba Surf'SUP Colorado as soon as possible. The participant agrees to exercise all necessary caution during the Activity and to obey the safety directives and requirements of any agent of A Stoked Life, LLC dba Surf'SUP Colorado leading the Activity.

The participant understands that while an agent of A Stoked Life, LLC dba Surf'SUP Colorado may have first aid training, they are not trained in extensive emergency medical procedures and, in the event of a serious medical emergency, professional medical treatment may be delayed. The participant authorizes A Stoked Life, LLC dba Surf'SUP Colorado and/or its authorized personnel to call for medical care for the participant and/or transport the participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for the participant. The participant agrees that upon their transport to any such medical facility or hospital that the releasees shall not have any further responsibility for the participant. The participant agrees to pay all costs associated with such medical care and related transportation provided for themselves and shall indemnify and hold harmless the releasees of and from any costs incurred therein.

**RELEASE & WAIVER OF LIABILITY:** I, the undersigned, for myself, my heirs, representatives, assigns, and next of kin, in consideration of my participation in the Activity, do fully and forever release, waive, discharge, hold harmless, and covenant not to sue the releasees from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for death, personal injury, or property damage and from any and all claims, demands, suits, loss, and causes of action asserting or on account of death, personal injury, or property damage suffered or sustained by me or any person or property as a result of or arising out of my participation in the Activity, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.

I, the undersigned, agree that any and all disputes between myself and the releasees arising from my participation in the Activity and/or use of any associated equipment, and including any claims for personal injury and/or death will be governed by the laws of the federal, state and/or local jurisdictions where the alleged tort occurred.

I, the undersigned, acknowledge that I have read this release of liability and assumption of risk agreement. I fully understand its terms and understand that I have given up substantial rights by signing it. I sign this Activity Release and Waiver freely and voluntarily without any coercion or inducement. I agree that no oral statements or representations, apart from the language of the above agreement, have been made. I will be responsible for the full replacement cost of any equipment I have rented from A Stoked Life, LLC dba Surf'SUP Colorado and agree to pay for damages to or replace such equipment in the event of any damages other than reasonable wear and tear.

Adult Participant's Signature \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Adult Participant's Signature \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Adult Participant's Signature \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Adult Participant's Signature \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

**FOR PARENTS/GUARDIANS OF PARTICIPANT(S) OF MINOR AGE** (under age 18): This is to certify that I, the undersigned, as parent/guardian with legal responsibility for the minor participant(s) named below, do consent and agree to his/her release, as provided above, of the releasees, and that I, for myself, my heirs, representatives, assigns, and next of kin, do release and agree to indemnify and hold harmless the releasees from any and all liability as a result of or arising out of my minor child's participation in the Activity, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.

Minor Participant's Name \_\_\_\_\_ Age \_\_\_\_\_

Minor Participant's Name \_\_\_\_\_ Age \_\_\_\_\_

Minor Participant's Name \_\_\_\_\_ Age \_\_\_\_\_

Minor Participant's Name \_\_\_\_\_ Age \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_