

SurfSUP Colorado Retreats and Other Activities
Acknowledgment and Assumption of Risks & Release and Indemnity Agreement
For Adult Participant or Parent/Legal Guardian of a Minor Participant

INTRODUCTION: Read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (“Document”) before signing. Each adult participant must sign this Document. For participants under 18 years of age (“minor” or “child”), one parent or legal guardian (“Parent”) must sign this Document on the minor participant’s behalf. The adult or minor participant is referred to herein as “Participant.” In consideration of the services of A Stoked Life, LLC d/b/a SurfSUP Colorado, and its owners, officers, directors, employees, agents, representatives and all other affiliated persons or entities (individually and collectively, “SurfSUP”), in allowing me and/or my child to participate in one or more SurfSUP program/s (“Program”), **I (adult Participant or Parent of a minor Participant), acknowledge and agree as follows:**

ACTIVITIES, RISKS, AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:

Participating in SurfSUP educational, instructional, recreation, and/or adventure Program activities including retreats, classes, or otherwise includes risks. Activities may be instructed or led by a SurfSUP or contracted instructor/leader or undertaken on an independent and/or unsupervised basis. Activities may be day or multi-day, and may take place inside or outside Colorado on SurfSUP (or other) owned or leased premises or in any location. Activities may include but are not limited to: stand-up paddleboarding (“SUP”), kayaking, swimming and other water activities, hiking, camping and outdoor cooking, yoga (including in the water on a SUP), sports and/or games, fitness classes, social gatherings any of which may or may not include instruction and/or use of any equipment, facilities, or premises, and transportation to, from, or during activities (collectively, “Activities”). **I acknowledge that there are inherent and other risks, hazards, and dangers (“Risks”) associated with engaging in Activities that may cause injury, damage, death, or other loss to myself or others.** Parent gives permission for their child to participate in the Activities and agrees to discuss the nature of the Activities and Risks with their child. **Risks include, but are not limited to:**

- **Environment.** Unpredictable and hazardous ground, water, or weather conditions in outdoor, high altitude, or mountainous terrain including strong winds, rain, lightning, snow or hail; currents, waves, or whitewater; flash floods; extremely hot or cold weather or water; fast moving, muddy, or deep rivers or other water bodies; forest or grass fires and associated smoke; falling or unstable rocks; falling or fallen timber; cliffs or steep, uneven or unstable terrain; stinging, venomous, and/or disease-carrying animals, insects, or microorganisms; poisonous plants; aggressive or unpredictable wild or domestic animals; and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is always unpredictable;
- **Premises.** Hazardous premises or facilities conditions including boulders, ruts, slippery walkways, uneven ground or other conditions;
- **Interactions.** Participant interactions with others, including any person’s carelessness or misconduct; reliance on, or interactions with SurfSUP staff, contractors, or other known or unknown persons; and the possibility of inadvertent touching by, or unwanted sexual advance from, anyone;
- **Yoga.** Risks associated with stretching, moving, breathing, manual adjustments by instructors, using props such as SUPs, blocks, straps and bolsters, and performing exercises, positions, or maneuvers, sometimes in the water and frequently in close proximity to or in contact with others;
- **Judgment and Decision-Making.** The risk that an instructor, leader, or others, including participants, may misjudge their own, a participant’s, or other’s capabilities, health or physical condition (including fitness level), misjudge some aspect of instruction or other issue;
- **Cooking, Camping, and Group Accommodations.** Gas explosion, scalding, or other burns associated with tending to, cooking over, or being near a stove or open fire; water contamination in natural or other water sources; and risks of camp sites, group accommodations, and sharing space or facilities with unknown parties including high winds, falling trees/branches, floods, wildlife disturbances, and lack of privacy and security;
- **Free Time.** Participant will have free, independent, or unsupervised time before, during, or after Activities. For Programs with overnights, Participant will not be watched or supervised during sleeping hours;
- **Recreation or Physical Activities.** Participant may overestimate their abilities or fitness, be inattentive, lose control, trip or fall, encounter other hazards, or not understand how to engage in an Activity or how to use equipment;
- **Personal Health.** Participant’s mental, physical (including fitness level), or emotional condition/s (known or unknown), including impairment from use or abuse of alcohol or prescription or non-prescription drugs combined with participation in the Activities includes risks. SurfSUP cannot anticipate or eliminate risks posed by participant’s condition/s. **NOTE:** There are risks associated with contact with other persons, spaces, equipment, or otherwise, including the risk of a Participant or other person carrying or being infected with COVID-19 or other disease, virus, or bacteria;
- **Geographic Location.** Covid pandemic uncertainties, remote locations, changing climate issues (such as fires), or other factors may increase risks and/or cause delays or difficulties with communication, transportation, evacuation, and medical care. SurfSUP staff or contractors may have access to wireless communication devices, but use of these devices may be unreliable and inconsistent;
- **Equipment.** SurfSUP’s, Participant’s, or other’s equipment may not fit, may be misused, or may break, fail, or malfunction; safety gear may prevent or lessen injuries in some instances; however, using it is not a guarantee of safety, and injury can occur even with the use of this gear;
- **Travel.** Transportation in urban or rural environments on city, county, or state roads and highways with heavy vehicle traffic, ruts, curbs, gravel, blind curves, other road obstacles and/or careless or inattentive drivers; and equipment that may break loose from a vehicle in transport.

These and other risks may result in Participant or others: falling; tripping or losing balance; impacting the ground/objects/water body floor; experiencing vehicle/boat capsize, collision or rollover; reacting to altitude or weather, reacting to physical activity or increased exertion; becoming lost or disoriented; suffering gastro-intestinal or allergic reactions; and being exposed to, contracting, and/or transmitting to others life threatening human/animal/insect/other-borne communicable and/or contagious diseases, such as but not limited to COVID-19, or other issues. These or other circumstances may cause heat or cold related conditions (e.g. hypothermia, hyperthermia, cold water immersion, frostbite, or heat exhaustion/stroke), dehydration, drowning, high altitude sickness, heart or lung complications, fractures or broken bones, pulled or stretched muscle, sprains or strains, paralysis or other permanent disability, mental or emotional trauma, concussions, sunburn/other burns, infections, illnesses, diseases, wounds, cuts or bruises, equipment damage, or other injury, damage, death, or loss.

I (adult Participant or Parent of a minor Participant) understand and agree:

- to review all SurfSUP information received, complete all required forms, and abide by the terms of these documents and all other rules and policies;

- to Consent, for myself and (if I am a Parent), for and on behalf of my child, to all screening, monitoring/testing, quarantining, vaccination, contact tracing or other procedures requested or required before, during, and/or after the Program, whether by government authorities or by SurfSUP, its contractors, or other relevant businesses;
- SurfSUP representative are, and have been, available should I have further questions about the Activities or Risks;
- to disclose to SurfSUP any mental, physical, or emotional condition/s or limitation/s which might affect Participant's ability to participate in Activities, and agree that Participant is fully capable of participating without causing harm to themselves or others;
- **if Participant is using SurfSUP new or used equipment, the equipment comes "AS-IS," and SurfSUP disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) with regard to the equipment;**
- SurfSUP may contract with individuals or organizations that are independent contractors (not its employees or agents) to provide some of the services and Activities. SurfSUP does not supervise or control these contractors and is not legally liable or responsible for their conduct. In addition, activities may take place at facilities or on premises not owned by, or associated or affiliated with SurfSUP. SurfSUP does not oversee, supervise, or take responsibility for any aspect or condition of these independent services, activities, facilities, or premises.
- the above information is not exhaustive, other unknown or unanticipated activities, risks, and outcomes may exist, and SurfSUP cannot assure my or my child's safety or eliminate any of these risks. At all times, Participant shares in the responsibility for their own and the group's well-being; and
- **Participant is voluntarily participating with knowledge of the Risks. Therefore, Participant (and Parent of a minor) assumes and accepts full responsibility for the inherent and other Risks of the Activities (known and unknown, identified or not) and for any injury, damage, death, or other loss suffered by Participant (or Parent of a minor), resulting from the Risks, including the Risk of Participant's negligence or other misconduct, and assume and accept any increased risks related to participating in the midst or wake of the COVID-19 Pandemic.**

RELEASE & INDEMNITY AGREEMENT: I (adult Participant or Parent of a minor Participant) agree as follows:

1) **to release and agree not to sue SurfSUP**, with respect to any and all claims, liabilities, suits, or expenses (including attorneys' fees and costs) (collectively, "claim" or "claim/s") for any injury, damage, death, or other loss in any way connected with my/my child's enrollment or participation in the Activities. **I understand that I agree to waive all claim/s I or my child may have against SurfSUP, bind my estate and any family member/ heir/other party bringing claim/s, and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim against SurfSUP as a result of any injury, damage, death, or other loss suffered by me or my child;**

2) **to defend and indemnify** (indemnify meaning reimburse by payment or otherwise) **SurfSUP** with respect to any and all claim/s brought by or on behalf of me, my participating child, my spouse, my/my child's other family member/s, heirs, or estate, or any other person or entity for any injury, damage, death, or other loss in any way connected with my/my child's enrollment or participation in the Activities, including, but not limited to, any claim/s brought by a medical provider, insurer, or other third party as a result of medical or other care or services provided to the Participant including transportation and evacuation costs.

This Release and Indemnity Agreement includes claim/s of or resulting from SurfSUP's negligence (but not its gross negligence or willful and wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment, or treatment), property damage, loss of consortium, products liability, breach of contract or warranty, or any other claim.

OTHER PROVISIONS: I (adult Participant and/or Parent of a minor Participant) agree:

- Colorado law (without regard to its "conflict of law" rules) governs this Document; any dispute I or my child have with SurfSUP, and all other aspects of my or my child's relationship with SurfSUP, contractual or otherwise, and agree that any lawsuit or other legal proceeding must be filed or entered into only in Jefferson County, Colorado, which shall be the sole jurisdiction and venue for any such proceeding. Before filing a lawsuit, I agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator;
- I authorize SurfSUP staff, representatives, and/or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility, and to provide treatment they consider necessary for my/my child's health. I agree to the release (to or by SurfSUP) of any medical records necessary for treatment, referral, billing, or insurance purposes. I agree to pay all costs associated with that care and transportation;
- SurfSUP reserves the right to dismiss any Participant whom staff believe, in their sole discretion, presents a safety, behavioral, medical, or other concern, or otherwise conducts themselves in a manner detrimental to the Activities. If Participant is dismissed or departs for any reason, Participant (and his/her family) are responsible for all costs of early departure. These costs include, but are not limited to, medical evacuation, travel, and compensation and expenses for staff accompanying Participant;
- This Document is effective in regard to Participant's enrollment or participation in all Activities from the date signed until a subsequent Acknowledgment and Assumption of Risks & Release and Indemnity Agreement for Retreats and Other Activities is signed by the Participant or Parent of a minor Participant, and shall remain in full force and effect for all Activities completed by Participant up until that point
- I (Parent) agree that if my status as a minor Participant's Parent is challenged or found invalid, at any point, I agree to release, not to sue, indemnify, and defend SurfSUP to the fullest extent allowed by law and per the provisions of this Document, just as if I were the child's Parent.
- **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable, the remaining provisions shall continue in full force and effect.**

I (adult Participant or Parent of a minor Participant) agree: I have carefully read, understand, and voluntarily sign this Document, and acknowledge that it shall be effective and legally binding upon me, my participating child, spouse, and other children, and Participant's/ Parent's other family members, heirs, executors, representatives, subrogees, and estate. Adult participant or Parent of a minor must sign below. I agree my signature is valid and legally binding whether I choose to electronically sign, or manually sign a printable version of this Document.

Adult Participant/Parent Signature

Date/

Print name here