



UltraMission, Inc. - RELEASE OF LIABILITY, WAIVER, AND ASSUMPTION OF RISK AGREEMENT

CAUTION: DO NOT SIGN THIS DOCUMENT WITHOUT READING IT IN ITS ENTIRETY AND CAREFULLY. BY SIGNING THIS DOCUMENT, YOU GIVE UP IMPORTANT LEGAL RIGHTS! SUP (stand up paddle boarding) AND ALL WATER AND LAND ACTIVITIES ARE ATHLETIC ACTIVITIES, THE PARTICIPATION IN WHICH INVOLVES VARIOUS RISKS. PLEASE READ AND UNDERSTAND THIS DOCUMENT. THIS IS A LEGAL DOCUMENT. MY SIGNATURE IS MY ACKNOWLEDGMENT OF THE CONTENTS OF THIS CONTRACT. I WILL NOT SIGN THIS DOCUMENT UNLESS I FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS.

I, _____, being an adult, (or a minor on whose behalf a parent or legal guardian is signing this document) (hereafter "I" or "me"), acknowledge that:

- 1) **Health & Safety:** I am in good physical and mental health. I am not under the influence of any drugs, alcohol, or other substances which may impair my ability to take and follow instructions. I am not pregnant nor am I suffering from any spinal or skeletal defect, hearing, vision or balance impairment or other physical impairment. I understand that the foregoing representations as to my physical condition are being relied upon by UltraMission, Inc. I hereby agree to follow all rules, regulations, and instructions of UltraMission, Inc. while participating in this class, lesson, or while renting equipment from UltraMission, Inc.
- 2) **I Acknowledge That SUP May Be Dangerous And I Accept And Assume Such Risk:** I am aware that open water activities in general involve inherent risks. I may damage my belongings, get hurt, get injured, become ill, drown, or even die. I further acknowledge that I have voluntarily chosen to rent equipment or take SUP lessons from UltraMission, Inc., or if the individual taking such lessons or renting equipment is a minor, I have, as the minor's parent or legal guardian, voluntarily consented to such minor taking of such lessons, or renting equipment. I know and fully understand that water sports is a dangerous outdoor activity in an uncontrolled natural environment with inherent risks and hazards, where serious accidents can occur, participants can sustain property damage, injuries, illness and even die. I acknowledge and willingly and voluntarily assume all risks and hazards in sup and beach related activities in all phases of these activities from the training sessions until the conclusion of the class, lesson, or equipment rental period, including, but not limited to those involving, (1) loss of control of the paddleboard, malfunction of the paddleboard and paddle, falls from the board, collision with other participants, equipment, other boards, rocks, and any other man made or natural obstacles, whether obvious or not; (2) judgment, decision making and conduct of the instructors; (3) submersion in water, drowning; (4) encounters with animals, marine life, plant life, rocks and insects; (5) exposure to outdoor water environment, bacteria or microbes, extreme temperatures, sun, and inclement weather, including travel by foot or vehicle in any way related to this activity; (6) assistance in lifting and /or carrying equipment; (7) rescue-related injuries; and (8) unavailability of immediate and appropriate medical attention in case of injury. I understand and acknowledge that the above list is not meant to be complete or exhaustive, and that other unforeseen and unanticipated risks, known or unknown, may also exist and result in damage, injury, illness, disease, or death; and (9) I further acknowledge that there may be certain additional activities with UltraMission, Inc. that may occur on land, and I agree and acknowledge that my waiver and release of all legal rights herein given shall also apply to any activities which may take place on land as well as water.
- 3) **I Waive My Right To Sue UltraMission, Inc.:** In consideration for UltraMission, Inc. agreeing to provide me with instruction from Instructor- Guides (Independent Contractors affiliated with or employees of UltraMission, Inc.), equipment rental and/or SUP instruction in the form of a lesson, I agree that I shall not make a claim or bring any action against, sue, or hold responsible any Independent Contractor affiliated with UltraMission, Inc., its owner (including Lynne Nagy), officers, agents, employees, associates, representatives, (referred to collectively in this agreement as "UltraMission, Inc.") or expect, require, or pursue them, to be held accountable for any damages. I voluntarily agree to release, discharge, and hold harmless UltraMission, Inc. from and against any and all claims of liability, even those arising out of their negligence, fault, recklessness, or any other act or omission which causes me damages, illness, injury, disease, or death, of any nature in any way connected with my participation in this activity. I also expressly agree to release and discharge UltraMission, Inc. from any act or omission, excluding acts of wanton or gross negligence, in rendering or failing to render any type of rescue, emergency or medical services.
- 4) **Indemnity:** I further agree, to hold harmless, defend, and indemnify UltraMission, Inc., Independent Contractors affiliated with UltraMission, Inc., and the city (in which the activity takes place), Cuyahoga County and the state of Ohio, from all defense costs, including attorney's fees incurred in connection with any claims arising from the activities anticipated herein, including but not limited to those for bodily injury, wrongful death, or property damage, whether caused by or sustained by any minor under 18 years of age on whose behalf I am signing, or which I may have caused to spectators or other third parties, whether negligent or not, in the course of my participation in this activity. In the event of any actions, regardless of where venue lies, any such actions shall be filed in the County Court of Cuyahoga County, Ohio. In the event that any action is filed other than in the Court of Cuyahoga County, Ohio, it shall be moved to Court of Cuyahoga County, Ohio on motion and at the option of UltraMission, Inc.



5) **Permission to Obtain Medical Assistance:** In the event of any injury, illness, emergency, accident or other harm sustained by me (or by the minor on whose behalf I am signing this document), I hereby give UltraMission, Inc. permission to obtain Medical Assistance, in which event I hereby make the same releases and waivers in UltraMission, Inc. favor as I have otherwise made in this agreement in connection with any such medical assistance sought or not sought. In addition, the expenses for any such medical emergency shall be my sole responsibility and not that of UltraMission, Inc.

6) **Promotional Use of Images:** I hereby agree that UltraMission, Inc. may use film or photographic records of this class or lesson for its promotional and/or commercial purposes without compensation to me, and I consent to the use of my name and likeness for such use in any media now known or not known.

7) I have read this document in its entirety and it is my intention that it be broadly constructed in favor of UltraMission, Inc. in the event of any ambiguities, which shall be resolved in UltraMission, Inc.'s favor. I understand that I am assuming all the risks inherent in this water and land activities, and that I may be injured, become ill or even die as a result of stand up paddle boarding and land activities. I understand that this is a release of any and all claims. I understand that this is the entire agreement between me and UltraMission, Inc., and that no representations have been made to me by UltraMission, Inc. outside of this agreement. I voluntarily sign my name as evidence of my acceptance of all the provisions in this release and my agreement to be bound by them.

8) **Financial Responsibility for Damage:** I assume full responsibility for any or all costs related to the damage of an SUP board or paddle that I rent, transport and/or use during an unsupervised rental ("open rental"). "Open rental" refers to any time I rent, transport and use rented UltraMission, Inc. equipment without a lesson or guide.

Name of participant _____

AND Name of parent/guardian
(in case of minor participant) _____

Signature _____

Date _____

Emergency Contact - Name _____

Emergency Contact Phone _____

EMAIL _____