

## Activity Agreement Waiver & Release



To be filled out by Cortez Surf & Paddle Only  
Date: \_\_\_\_\_ Time: \_\_\_\_\_  
CPB Employee ID: \_\_\_\_\_

MY SIGNATURE ON THIS DOCUMENT SHOWS I HAVE READ AND COMPLETELY AGREE WITH THE BELOW ACTIVITY AGREEMENT WAIVER AND RELEASE

In consideration of the services of **Coastal Paddle Boarding, LLC**, and/or **Cortez Surf & Paddle** its owners, officers, directors, agents, employees, volunteers and all other persons or entities acting in any capacity on its behalf (hereinafter referred to as “CPB”), I hereby agree to release and discharge CPB, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge outdoor activities, including instruction and travel to such activities, entail known and inherent risks, as well as unknown and unanticipated risks which could result in serious emotional or physical injury, paralysis, death, drowning or damage or loss to myself, third parties and my own or others' property. I understand such risks cannot be eliminated without jeopardizing the essential qualities of the activity. **Furthermore**, CPB does seek complete safety with every activity, however CPB is not infallible. CPB is not to be considered aware of a participant's fitness or abilities. CPB might misjudge the weather, the elements, terrain, trail or river route location. CPB may give insufficient warnings or instructions, and the equipment being used might malfunction.
2. I hereby voluntarily release, discharge, and agree to indemnify and hold harmless CPB from any and all claims, demands, liability, losses or causes of action which are in any way connected with my participation in this activity or use of CPB's equipment or facilities, including claims related to injury to a person or property, disability or death, **whether arising from the negligent act or omission of CPB or otherwise, breach of contract and/or warranty, or any other legal theory.**
3. Should CPB or anyone acting on its behalf be required to incur attorney's fees & costs to enforce this agreement, I agree to indemnify them for all such fees and costs. I agree that this document and all other aspects of my relationship with CPB are governed by the laws of the State of Florida, and that any legal action resulting from my participation in this activity shall be brought only in Martin County, Florida. In the event that any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.
4. I certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risk that may be created, directly or indirectly, by any such condition.
5. I understand it is required by law to have an approved personal flotation device while in & on

the water. The undersigned understands that water activities may have inherent risks and CPB is not providing such training in connection with the rental of equipment. The undersigned assumes full responsibility for deciding where, when, & with whom to engage in said water activities with. The undersigned acknowledges & agrees that the rental equipment provided by CPB is for the sole & exclusive use of the undersigned & may not be used by any other person.

6. **In signing this document I fully recognize that if injury, illness, death, loss or damage occurs to me while I am engaged in any activities with regards to CPB, I will have no right or make a claim or file a lawsuit against CB or its officers, agents or employees, even if they or any of them negligently cause or contribute to my injury, illness, death, loss or damage.**
7. I hereby grant CPB the right to take and utilize photographs and video of me participating in these activities for the purpose of sale, promotions, and advertising.
8. I understand that any and all equipment is the property of CPB and I agree to use their equipment responsibly. Should equipment be damaged or broken while under my care, I agree to pay for damages. Such costs are at the sole discretion of CPB. Coupons cannot be used towards payment of damaged equipment.

**I have carefully read this agreement and understand its contents and I agree to be bound by its terms. I am aware this is a waiver and a release of liability and I sign it voluntarily. I also understand that I should not and may not participate in this activity if I am under the influence of alcohol or drugs.**

*FOR MINORS (UNDER 18) THE BELOW INFORMATION MUST BE FILLED OUT BY A GUARDIAN*

Name of Minor: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

Guardian Print: \_\_\_\_\_ Phone # (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

Guardian Signature \_\_\_\_\_