

WAIVER AND RELEASE OF LIABILITY

In consideration of the services of Marshall Brown/ DBA Lighthouse SUP, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf hereinafter collectively referred to as "Marshall Brown/ DBA Lighthouse SUP", I hereby agree to release, indemnify, and discharge Marshall Brown/ DBA Lighthouse SUP, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that paddle boarding entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: my stand up paddle board could turn over and/or I could have to swim risking entanglement in trees; exposure to the natural elements can be uncomfortable and/or harmful; I am aware that this exposure could cause sunburn, dehydrations, heat exhaustion, heat stroke, and heat cramps; also prolonged exposure to cold water can result in hypothermia; exposure to potentially dangerous wildlife, insects, plants; and accidental drowning is also a possibility. I also know that there is a risk of equipment malfunction or injury due to third parties.

Furthermore, I understand Marshall Brown/ DBA Lighthouse SUP, employees have difficult jobs to perform. They seek safety, but they are not infallible. I understand that they cannot predict the weather, the elements, or the terrain with 100% accuracy. I am aware of the basic safety rules and instructions concerning these water activities. I am also cognizant that it is not the purpose of Marshall Brown/DBA Lighthouse SUP, to teach me safety rules. I understand that I am fully responsible for the safety and good operating condition of any equipment while I use such equipment. I agree that if I do not fully understand the warnings or instructions given, that I will immediately inform Marshall Brown/ DBA Lighthouse SUP employees before proceeding further.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Marshall Brown/ DBA Lighthouse SUP, from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Marshall Brown/ DBA Lighthouse SUP, equipment or facilities, including any such Claims with alleged negligent acts or omissions of Marshall Brown/ DBA Lighthouse SUP .

4. Should Marshall Brown/ DBA Lighthouse SUP, or anyone acting on their behalf 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.

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

6. In the event that I file a lawsuit against Marshall Brown/ DBA Lighthouse SUP, I agree to do so solely in the state of Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions 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 Marshall Brown/ DBA Lighthouse SUP, on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Printed Name: _____
Address: _____
Phone: _____ Email: _____
Emergency Contact: _____ Phone: _____

**PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by Marshall Brown/ DBA Lighthouse SUP, to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Marshall Brown/ DBA Lighthouse SUP, from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____
Date: _____