

KAYAK & STAND UP PADDLEBOARD INSTRUCTION LIABILITY RELEASE

Please read carefully. This is a release of liability and waiver of legal rights.

1. I acknowledge that use of a kayak and a standup paddleboard (also referred to as "the Activity") is hazardous and involves a great risk of physical injury. I assume all risks associated with the Activity including, but not limited to, varying water conditions, obstacles, other canoes, kayaks and boats, other kayakers and water users, natural and manmade objects, varying weather conditions, as well as varying depth and currents. I acknowledge that use of a kayak may involve serious personal injury or even death. I hereby recognize and assume those risks.
2. In consideration of the instruction of a kayak from AJ Motion Sports ("the Shop"), I agree to release and hold harmless the Shop, its subsidiaries and affiliates, their respective agents, directors, officers, owners, contractors and employees (collectively "the Released Parties") from any and all claims I might have as a result of the Activity, including those claims based on negligence or breach of warranty. Additionally, I agree to indemnify the Released Parties for any and all claims whatsoever brought by a third party for any damage which I may cause or which any other person may cause while engaged in the Activity.
3. I agree to return it in the same condition as I received it, normal wear and tear accepted. I understand and agree that I am responsible for the canoe or kayak and any protective equipment provided. I acknowledge that the Shop has advised me the use of a protective life jacket is mandatory.
4. If I am signing this liability release on behalf of a minor, less than 18 years of age ("the child"), I represent that I am the parent and/or legal guardian of the child; I accept responsibility for all the child's medical expenses incurred in connection with the Activity; I agree to indemnify the Released Parties for any and all claims brought by the child; and I agree to indemnify the Released Parties for any and all claims brought by a third party arising in connection with the child.
5. In exchange for the Shop instructing me on use of the aforementioned equipment, I contractually agree that any and all disputes between myself and the Shop arising from my use of this equipment OR my participation in the Activity, INCLUDING any claims for personal injury and/or death will be GOVERNED BY THE LAWS OF THE STATE OF UTAH and EXCLUSIVE JURISDICTION thereof will be in the state court residing in the county where the alleged tort occurred or federal court of the State of Utah.
6. I agree that if any portion of this release is found invalid or unenforceable, the remaining provisions will be fully enforceable to the fullest extent allowed by law.

This agreement is binding on my estate, heirs, administrators and assigns.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

By signing below I certify that:

I further agree to defend and indemnify PROVIDERS for any loss or damage, including any that result from claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use of this equipment.

This agreement is governed by the applicable law of this state or province. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT. I/WE HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Parent/Guardian: If the equipment user is a minor, I verify that I have the authority to enter into this agreement on behalf of the equipment user and I agree to be bound by all terms and conditions of this agreement.