



Root SUP & Fitness, LLC

PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AND KNOWLEDGE OF AGREEMENT FOR TOURS/INSTRUCTION/DEMOS/FITNESS CLASSES/YOGA/AERIAL YOGA AND ALL RELATED ACTIVITIES ON AND OFF THE WATER

Please read and be certain you understand the implication of signing:

- 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 me, third parties and my own or others' property. I understand such risks cannot be eliminated without jeopardizing the essential qualities of the activity. Inherent risks and hazards include but are not limited to:
- Risk of injury from the activity and equipment with potential disability, drowning and death
- SUP rollovers that may cause cuts, broken bones and other injuries including death
- Exposure to hydraulics, hidden or obvious obstructions and/or debris found in waterways
- Possible equipment failure and/or malfunction of my own or others' equipment
- Running into objects, persons or animals either in sight or not visible
- My own negligence and/or negligence of others including but not limited to operator error
- Cold weather and heat related injuries, exposure to outdoor elements including thunder and lightning, varied and/or severe wind, temperature or weather conditions
- Attack or encounter with insects, reptiles and marine animals
2. I hereby voluntarily release, discharge and agree to indemnify and hold harmless root SUP & Fitness, LLC 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 root SUP & Fitness's equipment or facilities, including claims related to injury to person or property, disability or death, whether arising from the negligent act or omission of root SUP & Fitness or otherwise, breach of contract and/or warranty or any other legal theory.
3. Should root SUP & Fitness or anyone acting on its behalf, be required to incur attorney's fees and 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 root SUP & Fitness are governed by the laws of the State of Maryland, and that any legal action resulting from my participation in this activity shall be brought only in St. Mary's County, Maryland. 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 risks that may be created, directly, or indirectly, by any such condition.
5. I understand that it is required by law to have a properly fitted U.S. Coastguard approved personal flotation device (life jacket) while in and on the water.
6. I have carefully read the agreement and understand the description of these risks and other unanticipated risks may result in injury, illness or death. In consideration for being permitted to participate in Stand Up Paddle boarding (SUP) tours, lessons, demos, fitness classes and all other related activities of root SUP & Fitness, its owners, members, directors, agents, employees, volunteers and all other persons or entities acting in any capacity on its behalf, I hereby agree to release and discharge root SUP & Fitness, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate. This release shall be binding to the fullest extent of the law. Should damage occur by my actions while participating in this activity, I will be held liable and accountable for any and all repairs and or replacement, if any damage is done. I have carefully read the agreement and understand its content 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.

Signature of Adult Participant Printed Name Date
Signature of Guardian/Minor name Printed Name Date