

**THE RIVER SUP GUY
PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK**

In consideration of the services of The River SUP Guy, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (collectively referred to as Employees), I hereby agree to release, indemnify and discharge The River SUP Guy, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that Stand Up Paddleboarding on rivers entails known and unanticipated dangers and risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to third parties or to property. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: exposure to river environment, rapids, hydraulics, waves, currents, rocks, strainers, sieves, foot entrapments, low head dams, and/or high and low water conditions; falling from a stand up paddleboard onto the board or into the river or shoreline; capsize while riding a stand up paddleboard; swimming in rivers; bodily injury resulting from collision with objects or other water crafts; prolonged exposure to cold water, hypothermia, accidental drowning; slips and falls while walking or hiking; mental anguish or trauma; illness in rugged outdoor conditions; exposure to airborne pathogens and viruses, including but not limited to contraction of COVID-19; adverse weather conditions, exposure to sun, wind, storms, and lightning. Furthermore, The River SUP Guy Guides have difficult jobs to perform as they strive to judge participant's fitness and abilities, along with the weather, elements, and terrain. Guides utilize training and experience to give warnings or instructions to participants. However, the Guides are not infallible, and neither is the equipment which might malfunction.
2. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. 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 despite the risks. I am not relying on any oral, written or visual representations made by The River SUP Guy, including those made in brochures or other promotional materials, to induce me to participate in the activities or utilize the equipment of The River SUP Guy.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless The River SUP Guy and Employees 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 The River SUP Guy's equipment or facilities, including any such claims which allege negligent acts or omissions of The River SUP Guy or Employees.
4. I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. 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 risks that may be created, directly or indirectly, by any such condition.
5. Should The River SUP Guy or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify/reimburse and hold them harmless for all such fees and costs.
6. In the event that a dispute arises between The River SUP Guy, or Employees, and I, I agree to file suit solely in the state of Nevada, where The River SUP Guy has its headquarters. 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.
7. I grant permission to The River SUP Guy and other trip participant to make movies, videos and photographs and to use them for promotion and/or commercial purposes without recourse or compensation to me.
8. By signing this document without a parent or legal guardians signature, I, under penalty of fraud, represents that I am at least 18 years of age. If signing as the parent or guardian of a minor participant, signing adults represent that they are a legal parent or guardian of the minor participant.

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 The River SUP Guy 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.

Print Name

Signature of Participant

Date

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

In consideration of _____ (print minor's name) being permitted by The River SUP Guy to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless The River SUP Guy 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.

Print Name of Parent or Guardian

Signature of Parent or Guardian

Date