Capital SUP Release and Liability Agreement

This is a legally binding agreement, which will inhibit your ability to sue for injuries you may receive while participating in water sports activities through Capital SUP, whether through water craft from Capital SUP, demoing Capital SUP products, touring with Capital SUP, participating in Capital SUP fitness classes, and sponsored competitions or events. Please read this Agreement carefully and do not sign unless you agree to all of the terms and conditions outlined below.

Safety Warning & Assumption of Risk:
In consideration of being permitted to rent equipment, I agree to assume full responsibilities of the unknowns of a natural environment, which might incur as a result of participating in water sports. I am aware that water sports in open or closed waters have dangers which may include but not limited to: Strong currents, strong tides, boat traffic, and strong winds. Hazards can occur frequently in these waterways and Capital SUP may fail to predict whether the water is safe for activity or whether harsh weather conditions may occur. I acknowledge that open water activity is inherently dangerous, and I participate at my own risk. There is a risk of serious injury and death in connection with this activity, and I expressly assume the risks for any damages to myself, and other persons or property resulting from my participation. Lessee agrees that it has inspected the WATER SPORTS EQUIPMENT for any defects or deficiencies. Acceptance or use of the WATER SPORTS EQUIPMENT by Lessee will be deemed to be an acknowledgment that the WATER SPORTS EQUIPMENT is in good operating condition. Lessee has notified Lessor as to any defects or deficiencies with respect to the condition of the WATER SPORTS EQUIPMENT or its accessories and hereby acknowledges that the WATER SPORTS EQUIPMENT and its accessories were received in satisfactory condition.

[Initial Here]

The release of Liability and Waiver of Claims; Indemnification:
For and in consideration of Capital SUP permitting the undersigned participant (in the capacity of participant, volunteer or spectator) to enroll in and participate in water sports activities through Capital SUP, the undersigned, on behalf of himself/herself, and his/her heirs, executors, administrators and assigns, hereby voluntarily releases, discharges, waives, and relinquishes and agrees to indemnify and hold harmless Capital SUP, Annapolis Maritime Museum, CITY OF ANNAPOLIS and their respective officers, directors, members, agents, attorneys, servants, employees, contractors and subcontractors (the Indemnified Parties), from and against any and all claims, demands, liabilities, suits, actions, causes of action, damages, injuries, losses, costs and expenses (including, without limitation, attorneys fees, court costs, consultant fees, expert fees, and other litigation-related expenses), of whatsoever kind or character, directly or indirectly resulting from, arising out of or in connection with, or relating to the undersigned's participation in water sports activities through Capital SUP , including, with limitation, (i) engaging in water sports on water sports equipment rented from or otherwise provided by Capital SUP ; (ii) demoing water sports equipment provided by Capital SUP ; (iii) touring with Capital SUP ; (iv) participating Capital SUP fitness classes; and (v) participating in competitions or events sponsored in whole or in part by Capital SUP . This release and indemnification extends to and includes any and all claims for bodily injury, death, sickness, disease, property damage or destruction, consequential damage, or economic loss caused to or suffered by the undersigned or his/her property, or to any other person or property to the extent caused by any act or omission of the undersigned. This release and indemnification is not limited to damages, compensation, or benefits payable under insurance policies. For the same consideration, the undersigned does for himself/herself, his/her heirs, executors, administrators and assigns, agree that under no circumstances will he/she or his/her, heirs, executors, administrators and assigns prosecute or present any claim for bodily injury, property damage or wrongful death against the Indemnified Parties. As used in this Release of Liability Agreement, a Capital SUP fitness class includes any fitness class that uses equipment owned by Capital SUP or that is taught by Capital SUP members or employees, or contractors of Capital SUP and their owners, employees or contractors.

THE PROVISIONS OF THIS RELEASE AND INDEMNIFICATION SHALL REMAIN AND BE IN FULL FORCE AND EFFECT EVEN IF ANY CLAIM, DEMAND, LOSS, LIABILITY, DAMAGE OR EXPENSE, OR CLAIM THEREFOR, DIRECTLY OR INDIRECTLY RESULTS FROM, ARISES OUT OF OR RELATES TO, OR IS ASSERTED TO HAVE RESULTED FROM, ARISEN OUT OF, OR BE RELATED TO, IN WHOLE OR IN PART, STRICT LIABILITY OR ONE OR MORE NEGLIGENT ACTS OR OMISSIONS OF CAPITAL SUP, ANnapolis Marine Museum, or the City of Annapolis, or any of their respective officers, directors, members, agents, attorneys, servants, employees, contractors or any other
PERSON OR ENTITY ACTING ON BEHALF OF CAPITAL SUP, ANNAPOLIS MARITIME MUSEUM, OR THE CITY OF ANNAPOLIS, THE PARTIES INTENDING HEREBY TO SATISFY THE EXPRESS NEGLIGENCE DOCTRINE.

As a condition of my participation, I further agree, represent and warrant to the Indemnified Parties that:

- I am at least sixteen (16) years old; parental or employee guidance will be required for all under sixteen
- I am a competent swimmer.
- I have sufficient physical strength, endurance and experience to enable me to participate in water sports activities.
- I do not have any health problems or medical conditions that might preclude my participation.
- I will follow instructions given to me by any persons conducting the activities, including wearing life preservers, leashes, or similar protective equipment.
- I will stay within the paddling boundaries that includes the entire perimeter of Back Creek ending at the mouth of Back Creek (The easternmost part of Chinks Point and the easternmost dock of the Horn Point Harbor Marina) towards the Chesapeake Bay/Severn River.

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I understand that Capital SUP is relying on the foregoing statements in allowing me to participate in water sports activities, and I am releasing the Indemnified Parties from any liability for bodily injury or property damage, including death, if I, or anyone under my control, is injured or my property is damaged, whether before, during, or after participating in the activities. This means, among other things, that I am agreeing not to sue them if anything happens to me or my property. By signing below, I am also agreeing to indemnify and hold the Indemnified Parties harmless from and against any claim, damage, loss, cost, expense, or other liability (including, without limitation their attorneys fees and costs of defense) in the event a claim is made against one or more of them as a result of my participation in the activities.

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I acknowledge that I am financially responsible for any loss and all damages incurred during my rental. This includes any damage to private property, Capital SUP boards, paddles, life jacket, & rented gear. I understand that my credit card will be charged for the total cost of repairs or loss of equipment. [COST OF PADDLES: $109.00; COST OF PFD'S $69.00; COST OF LEASHES: $19.00] I also acknowledge that Capital SUP is not responsible for any property left stored, lost or transported by the lessee or any other person in, on or upon WATER SPORTS EQUIPMENT, or in or around Lessor’s property, before, during or after rental.

- I hereby give Capital SUP permission to take photographs and video of me participating in paddleboard fitness classes, races, events and the like and use such images for publicity purposes.
- I am aware that if I am returning later than FIFTEEN MINUTES (15) I will be charged an additional hour for said service.

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I have read the above release and waiver of liability and fully understand its contents. By signing this document I confirm that I am over eighteen (18) and understand the risks of the upcoming water activity.

Paddlers Name
First ______________________ Last ___________________
Date of Birth ____________
Emergency Contact / Guardian
Name _______________________
Phone # ______________________
Signature _____________________
Date Signing ___________________