



I, being above the age of eighteen years, or the parent or legal guardian of a person who is under the age of eighteen years, in consideration of the services, which includes the hiring of equipment, of the Hold Fast Stand Up Paddleboard School, the Guernsey Sports Commission and Alan Jenner ('hereinafter referred to as Hold Fast SUP School'), the rate charged for those services, or the worth of them as freely given, and the right to engage in this Activity as a participant, hereby acknowledge, agree, promise and covenant with Hold Fast SUP School and all persons, entities, employees, and agents on behalf of myself, heirs, assigns, personal representative and next of kin:

1. **ACKNOWLEDGEMENT OF RISK:** Acknowledge, agree and represent that the lesson and/or tour and related activities ("Activities") I am about to engage in voluntarily, bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental damage to myself, my property, or other third parties or their property, or the property of Hold Fast SUP School. I further acknowledge that I understand the nature of paddle sports and related Activities and that I am in good health, and proper physical condition to participate in such Activities and willingly agree to comply with the stated customary terms and conditions of participation.

2. **ACCEPTANCE OF RISK AND RESPONSIBILITY:** Fully understand that (a) paddle sports and related Activities involve risks and dangers of damage to personal property and serious bodily injury, including permanent disability, paralysis, and death ("Risks") to myself and Risks to other third parties; (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the "Releasees" named below; (c) there may be other risks and social and economic losses either known or unknown to me or not readily foreseeable at this time; and I agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself, my property, that of the minor named above, arising from my participation in the Activity.

3 **HEREBY RELEASE, DISCHARGE, AND COVENANT** to accept and assume all responsibility and risk for injury, death, illness, disease, or damage to other third parties and their property arising from my participation in this Activity and agree not to sue Hold Fast SUP School, its instructors, employees, agents, owners, and contractors (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, injuries, damage to property, or other damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations; and I further agree that if despite this Release and Waiver of Liability, assumption of risk, and indemnity agreement I, or anyone on my behalf makes a claim against anyone of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation, attorney fees, loss, liability, or cost which may incur as the result of such claim. I further understand and agree to fully reimburse Hold Fast SUP School for any damage caused to property of Hold Fast SUP School as a result of my participation in the Activity. My participation in this Activity is purely voluntary, no one is forcing me to participate, and I elect to participate despite the Risks.

4 **AGREE TO ABIDE** by Hold Fast SUP School's policies and agree to comply with all instructions of the guide, instructor or staff in connection with participation in the Activity, and failure to follow such directions shall be grounds for termination of my privilege to participate in the Activity without reimbursement or cancelation of fees paid or owed. I understand that the use or possession of drugs or alcohol is strictly prohibited before and during the Activity and will be grounds for immediate removal from the Activity without reimbursement of fees paid or owed. I agree that if in the judgment of my instructor and/or guide, he/she must call for assistance during the trip due to my noncompliance with his/her instructions or Hold Fast SUP School policies that I accept responsibility for paying any associated rescue and transportation cost.

5 **BY PARTICIPATING** in or attending any Activity in connection with Hold Fast SUP School, I **CONSENT TO THE USE OF ANY PHOTOGRAPHS, PICTURES, FILM, OR VIDEOTAPE TAKEN OF ME** or provided by me for publicity, promotion, television, websites, or any other use, and expressly waive any right of privacy, compensation, copyright, or other ownership right connected to same.

Completing this booking form indicates that I have read this agreement and fully understand its terms, understand that I have given up substantial rights by agreeing to it and have agreed to it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I understand that this is the entire agreement between Hold Fast SUP School, its agents or employees, and myself and that it cannot be modified or changed in any way by the representation or statements of any employee or agent of Hold Fast SUP School or by me. If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect. All applicants are subject to acceptance by Hold Fast SUP School. Upon acceptance of my application, this agreement shall be deemed to have been entered into in Guernsey and shall be construed and subject to the laws of Guernsey.

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation regarding other persons or myself during Stand Up Paddleboarding.

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder.

I choose to participate in the activity of Stand Up Paddleboarding and agree to waive all responsibilities to all above mentioned parties concerning any consequences that would result from my actions. I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness. I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of Stand-Up Paddleboarding activities, I will notify the instructor immediately.