

Waiver of Liability - Hold Harmless Paddle Boarding/Yoga

By attending or participating in Kula SUP paddle classes, the undersigned ("Participant") understands and agrees that participation in either or both of these classes is conditioned upon Participant's agreement to the terms and conditions of this Waiver of Liability – Hold Harmless (this "Agreement").

Participant is of sound mind and judgment and understands and agrees to be bound by the terms of this Agreement.

Participant hereby assumes full responsibility for the risk of bodily injury, death or property damage arising out of his/her participation in or involvement in the above referenced classes, and completely waives, to the greatest extent permitted by law, any and all claims that he/she may hereafter have against Kula SUP, Angie Hall, and each of their respective members, officers, directors, agents and affiliates (collectively "Indemnified Parties"), which claims relate in any way to, or which arise directly or indirectly, in whole or in part, from the conduction of the classes, including claims that may arise out of the negligence or gross negligence of such persons or entities.

In addition, Participant understands and acknowledges that paddle boarding is an activity in the open ocean and subject to tides, currents, waves, wind and marine hazards (animate and inanimate) of all types. Participant understands that yoga involves the inherent risk of physical injuries or other damage, including, but not limited to heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/back/foot injuries and other illness, soreness or other injury however caused during participation in the class.

Participant further acknowledge that each class requires physical activity and carries with it the potential of serious injury, and property loss. The risks include, but are not limited to those caused by terrain, temperature, weather, condition of participants, lack of hydration, and actions of others in this activity. Participant realizes that liability may arise from negligence or carelessness on the part of the persons or entities listed above; from dangerous or defective equipment or property owned, maintained or controlled by them; or conditions beyond the Indemnified Parties control.

Participant attests to the fact that he/she is physically fit and has not been advised otherwise by a qualified medical person.

I give my permission for my photograph to be taken and posted on Kula SUP's social media. I hereby certify that I have read this document in its entirety and all accompanying rules and safety recommendations and understand their contents.

I agree to the charges listed below and understand the risk involved in participating in this activity.

Print Participant's Name _____

Participant's Signature _____

Phone Number _____

Date _____

Service _____ Gratuity _____

Illnesses/Injuries _____

Can You Swim? Y / N

Notes _____