

## WAIVER OF LIABILITY AGREEMENT

This Waiver of Liability Agreement (the "Agreement") is entered into by Chicago Paddle Company LLC (the "Company") and the undersigned (the "Undersigned") on the date described below.

The Undersigned assumes liability for, and hereby agrees to indemnify, protect and keep harmless the Company, its agents, employees, officers, directors, successors and assigns from and against any and all liabilities, obligations, losses, damages, claims, demands, penalties, actions, injury to persons, property or third parties, costs and expenses, including reasonable attorney's fees, of whatsoever kind and nature arising out of the use, condition (including, but not limited to latent and other defects and whether or not discoverable by the Undersigned or the Company), operation, both prudent and reckless, delivery or transportation of any or all of the equipment or its location or condition; whether known or unknown, foreseen or unforeseen, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of, relating to or issuing or arising from the rental of any item from the Company or which may hereafter accrue from, in connection with, or in relation to any services that the Company may provide to the undersigned or the Activity, as defined below.

**STATEMENT OF RISKS.** There are significant elements of risk in any adventure, sport or activity associated with water sports, the outdoors, the presence or use of motorized watercraft, and activities incidental thereto (referred to herein as "Activity"). Although we have taken reasonable steps to provide you with appropriate equipment and/ or skilled staff so that you can enjoy the activity for which you may not be skilled, THE ACTIVITY IS NOT WITHOUT RISK. Certain risks cannot be eliminated without destroying the unique character of the Activity. The same elements that contribute to the unique character of the Activity can be causes of loss or damage to equipment, cause accidental injury, illness or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for the Activity. We do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

**ACKNOWLEDGMENT OF RISKS.** The Undersigned acknowledges that the following describes some, but not all, of the risks of participating in the Activity: (1) Changing water flow, tides, currents, wave action and ships' wakes, traffic; (2) Collision with any of the following: other participants, the interior of the watercraft in which I/we are riding or any other portion of said craft, other watercraft, and manmade or natural objects including sandbars; (3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (4) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; (5) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; (6) Getting in or out of the craft on and off the vehicle; (7) Travel, including travel to or from the activity; (8) The presence of insects, sand, marine life forms; (9) Equipment failure or operator error; (10) Heat or sun related injuries or illnesses including sunburn, sunstroke or dehydration; (11) Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of an accident.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY.** The Undersigned assumes responsibility for the risks of the Activity identified herein and those risks not specifically identified. The Undersigned's participation in the Activity is purely voluntary. The Undersigned verifies that he/she is physically fit, not under the influence of alcohol or any drugs which impede the Activity and sufficiently qualified, trained and capable to participate in the Activity. The Undersigned assumes full responsibility for myself and any of my minor children for whom I am responsible, for any bodily injury, accident, illness, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the Activity. The risks the undersigned is assuming hereunder, include, without limitation, risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions and/or contusions, dehydration, drowning, oxygen shortage (anoxia), and/or exposure, head, neck and/or spinal injuries, bite or attack by an animal, insect, or marine life, allergic reaction, shock, paralysis or death.

AUTHORIZATION. I hereby authorize any medical treatment deemed necessary in the event of an injury I, those minors under my supervision, may incur while participating in the Activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be so incurred on my/our behalf. I agree that any film or photographs of me/us which are taken by the Company or its agents during participation in the Activity may be used by the Company, as it deems appropriate in its sole discretion, for promotional, advertising, or other commercial purposes, and I hereby consent to the use of my/our likenesses for said purposes pursuant to the Illinois Right of Publicity Act, 765 ILCS 1075/1, *et. seq.*

RELEASE. In consideration of services or property provided, I, for myself and any minor children for whom I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree that: the Company, its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted ("owner") and their insurers, if any, SHALL HAVE NO LIABILITY OF ANY NATURE FOR ANY AND ALL DAMAGE TO ME AND OTHER PERSONS OR PROPERTIES as a result of my/our participation in the Activity. This release includes any acts, omissions or negligence of the Company, or any other person (including myself) or any entity, their agents, employees, joint venturers, servants, and their insurer(s), and I hereby release and discharge the Company, its employees, agents, servants, assigns and their insurer(s), if any, for any such damage, as well any damages or other loss which refers or relates to any equipment or other property that I may store on the Company's premises.

The terms of this Agreement shall be in full force and effect and shall apply to any participation in the Activity or use of any equipment related thereto which occurs after the execution hereof and during the calendar year in which this Agreement was executed.

This Agreement shall be governed by and construed under the laws of the State of Illinois, and any dispute arising from or related to this Agreement shall be filed and litigated in Cook County, Illinois. This Agreement represents the entire agreement between the parties. If any portion, clause, phrase or term of this Agreement is later determined by a court of law to be invalid or unenforceable, for whatever reason, the remaining provisions of this Agreement will remain valid and in effect.

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**IMPORTANT: DO NOT SIGN WITHOUT READING!**

**\*\*\*READ RELEASE BEFORE SIGNING\*\*\***

**I have had sufficient time to read this entire document and, should I choose to do so, consult legal counsel prior to signing. Also, I understand this Activity might not be made available to me or that the cost to engage in this Activity would be significantly greater if I were to choose not to sign this Agreement, and agree that the opportunity to participate at the stated cost in return for the execution of this Agreement is reasonable.**

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**PRINT NAME:**

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**SIGNATURE:**

**DATE:**

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**MINOR #1:**

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**MINOR #2:**

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**MINOR#3**