

**ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS  
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration of being allowed to participate in extreme events and activities and/or being provided with extreme recreation property of services, for myself and any minor children for whom I am parent, legal guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns:

- 1.) **ACKNOWLEDGEMENT OF RISKS.** I acknowledge that EXTREME ACTIVITIES ARE VERY DANGEROUS and involve the risk of SERIOUS INJURY and/or DEATH. Risks include, but are not limited to falls, equipment failure, operator error, wetness, exposure to elements, exposure to marine life, drowning all of which can cause serious injury, paralysis and/or death.
- 2.) **EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY.** I agree to assume responsibility for all the risks of the activity, whether above or not, EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED BELOW. My/our participation in the activity is purely voluntary. I assume full responsibility for myself and any minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death or loss of personal property even IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW, to the fullest extent permitted by law.

I am familiar with and will comply with all rules and regulations for safe operation of the standup paddle board and/or kayaks.

- 3.) **RELEASE.** I hereby release Alabama Coastal Amusements, its principals, directors, officers, agents employees and volunteers, and each and every landowner, municipal and/or governmental agency upon whose property and activity is conducted ("owner"), if any, (Collectively "Releasees") FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN OR ANY OTHER PERSONS as a result of my/our participation in the activity, EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE OR ANY OTHER PERSON (INCLUDING MYSELF) to the fullest extent permitted by law.
- 4.) **INDEMNITY.** I hereby agree to INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of the them FROM ANY LOSS, LIABILITY, DAMAGE OR COST, including attorney's fee to defend litigation, they may incur arising out of or related to the use of stand paddle board and/or kayaks provided to me, or arising out of or related to my participation in any extreme activity, WETHER CAUSE BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HAVE READ THIS ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. I UNDERSTAND THAT BY SIGING THIS DOCUMENT, I AM WAIVING VALUABLE LEAGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST THE RELEASEES, THE OPERATOR NAMED ABOVE, OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND INDEMNITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant's Name \_\_\_\_\_ Date/Time \_\_\_\_\_

Participant's Signature \_\_\_\_\_