



Liability Release, Hold Harmless & Indemnity Agreement

I, the user of iPaddle equipment and/or the parent or guardian of a minor or dependent who will use iPaddle equipment (henceforth referred to as “the Lessee” “the Participant” and/or “I” or “me”) hereby enter into this binding Liability Release, Hold Harmless and Indemnity Agreement (henceforth referred to as “the Agreement”) by my initials/signature below.

1. I am an adult at least 18 years of age, or I am the parent/legal guardian of a minor or dependent Participant. I assume risk and responsibility for all conditions stipulated in this contract.
2. I am a competent swimmer, fully capable of operating and using the rental equipment in the manner intended, and that I understand the equipment’s use and function. I have no medical or physical condition which could interfere with my safety in this activity, and I confirm that I am not under the influence of any substance or medication which may impair my ability to engage in these activities.
3. I understand it is required by law to have a properly fitted U.S. Coast Guard-approved personal flotation device (“Lifejacket”) while in and on the water. I hereby acknowledge that I have been provided with said Lifejacket. I understand that kayaking/ (stand-up) paddle boarding and other water activities should be undertaken after proper instruction and training and that iPaddle Miami, LLC (“the Lessor”) is not providing such training in connection with the rental of equipment. I assume full responsibility for deciding where, when, and with whom to kayak/ paddle. I also acknowledge and agree that the rental equipment provided by iPaddle Miami, LLC is for the sole and exclusive use of the undersigned and may not be used by any other person.
4. I understand that rental equipment is intended only for use in Biscayne Bay, FL, its connecting inland waterways, and closed bodies of water. iPaddle Miami, LLC does not authorize the launching, or any use of rental equipment, from the drop-off/pick-up location(s) if outside of intended use area.
5. In consideration of being permitted to rent equipment, I agree to assume full responsibility for and risks, injuries or damages, known or unknown, which I might incur as a result of participating in water activities. I am aware that kayaking/ paddle boarding in open or closed water involves risks, dangers, and hazards, including but not limited to: physical exertion, inclement weather, capsizing of watercraft, immersion in water, tides and currents, hypothermia, hyperthermia, accidents or illness in remote areas, tripping or slipping on rocks, travel to/from site, other boats or boaters, equipment failure and malfunction, loss and/or damage to personal property, drowning, paralysis, or death. I acknowledge that iPaddle Miami, LLC may fail to predict whether the water is safe for the activity or whether a current, wave, or weather condition may occur.
6. Acknowledgement of Risks and Release: I understand that the activity for which I am renting equipment from iPaddle Miami, LLC has inherent risks, hazards and dangers for anyone, which cannot be eliminated, particularly in a wilderness environment. I am voluntarily using the services if Lessor with full knowledge of this and hereby fully assume and accept any and all risks or injury, paralysis, or death.
7. I agree that rental equipment has been inspected by me for any defects or deficiencies. Acceptance or use of rental equipment by Lessee will be deemed to be an acknowledgement that the equipment is in good operating condition. Lessee has notified Lessor as to any defects or deficiencies with respect to the condition of the equipment or its accessories, and hereby acknowledges that the kayak/ paddle board, and its accessories, were received (and shall therefore be returned) in satisfactory working condition.
8. I acknowledge that I am financially responsible for any and all damages incurred during my rental. This includes any damages to private property, iPaddle Miami, LLC, kayak, board, paddle, life jacket, and wheeled cart. I understand that my credit card will be charged for the total cost of repairs. I also acknowledge that iPaddle Miami, LLC is not responsible for any property left stored, lost or transported by Lessee or any other person in, on, or upon rental equipment, or in or around Lessor’s property before, during, or after rental.



9. I will be responsible for the replacement, at full current value, and loss-of-use of any equipment rented under this form which is lost, stolen, damaged, or otherwise not returned to iPaddle Miami, LLC. I agree to return all rental equipment by the agreed time and date or I shall incur a late fee.
10. Other than the obligations of Lessor expressly set forth herein, Lessor disclaims all warranties expressed or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. In the event of a breach of this contract, Lessor shall not be liable for incidental or consequential damages arising out of such a breach. In the event that any other term of this agreement is found unenforceable for any reason, or any exclusive remedy fails of its essential purpose, this provision of waiver by agreement of consequential and incidental damages shall continue in full force and effect. Should it be necessary for either part in this Agreement to bring legal action to enforce the terms of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and all costs of suit, mediation, or arbitration.
11. iPaddle Miami, LLC reserves the right to terminate at any time the use of rental equipment if it is found that the Lessee is operating said equipment in a reckless manner, or in any way endangering the wellbeing of themselves or others.
12. Lessee has read and agreed to the terms of the Agreement, the terms of which are incorporated by reference herein, and states: "I, for myself or my child, my heirs, successors, executors and subrogates, hereby knowingly and intentionally waive and release, indemnify and hold harmless Lessor iPaddle Miami, LLC, their agents, affiliates, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney fees) which are related to, arise out of, or are in any way connected with my, or my child's, participation in this activity including, without limitations, negligence of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis or death to me or my child as a result of engaging in the activities or use of the rental equipment, even without using a life jacket, whether or not such damage, loss, injury, paralysis or death results from negligence of Lessor or from some other cause, and I further agree not to sue Lessor as a result of any injury, paralysis, or death in connection with my use and participation in the activities of kayaking/ (stand up) paddle boarding.
13. I agree that the venue of any litigation regarding this Agreement shall be in Miami-Dade County, Florida, and that Florida State law shall govern the interpretation of this Agreement. I further agree to waive any right that I may have to have the matter tried by a jury and specifically agree that any trial will be held solely before a judge. If it is determined that this agreement is not valid for any reason, I agree that iPaddle Miami, LLC liability and/or damages are limited to the total sum of \$5,000. I further agree that if iPaddle Miami, LLC is found liable for any sort of gross negligence or the like, that iPaddle Miami, LLC liability and/or damages are limited to the total sum of \$5,000.

If the Participant is a minor: I certify that, as a Parent or Legal Guardian with legal responsibility for the Participant, I have read and consent to his/her release and agree to indemnify, release, and hold harmless iPaddle Miami, LLC, their agents, affiliates, employees and volunteers from and against any and all claims or liabilities which are brought by or on behalf of the minor, their heirs, siblings or parents, or are in any way incident to the child's use or participation, to the fullest extent of the law.

Sign: _____

Date: _____