

Ultimate Watersports Waiver and Liability Agreement

STUDENT/RENTER AGREEMENT

Please print clearly

Name: _____ Age: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: (____) ____-____ E-Mail: _____

****NAME AND PHONE NUMBER OF PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY:**

Name: _____ Phone: (____)____-____

NOTE TO THE PARTICIPANT

Participation in any water sport exposes the participant to certain risks and dangers. Accidents and injuries (superficial to fatal) resulting from the forces of Mother Nature, other boaters (both power and sail), malfunctioning equipment, unseen obstacles, fatigue, and your own misjudgment are a very real possibility.

Ultimate Watersports considers safety to be its utmost concern and as such, its staff includes individuals trained in life-saving, water safety instruction, C.P.R., and Red Cross First Aid. The nature of these sports, however, makes it impossible to foresee and protect the participant from all conceivable dangers associated with water and water sports. Once the participant leaves the safety of the shore and enters the water, he/she must be prepared to assume all risks associated therewith.

AFFIRMATION AND LIABILITY RELEASE THE UNDERSIGNED CERTIFY THAT THEY HAVE READ THE FOREGOING PRIOR TO THE SIGNING THEREOF AND AGREE AS FOLLOWS:

1. I hereby affirm that I understand the inherent dangers of Windsurfing, Kayaking, Stand-up Paddle Boarding (SUP), and Sailing.
2. I hereby agree to indemnify and hold harmless Ultimate Watersports, and staff, and the State of Maryland and all of the State's representatives, and the Department of Natural Resources from any and all liability for any harm, injury, death, or damages (physical, mental, or monetary), regardless of fault or negligence, which may befall me while participating in this program or while using Ultimate Watersports facilities. This release shall be binding upon my family, heirs, and administrators.
3. The undersigned here by certifies that the Student/Renter is a proficient swimmer and agrees for the Student/Renter to be tested by the Ultimate Watersports to determine the Student/Renter's level of swimming proficiency if requested. Student/Renter agrees to wear a life vest.
4. I hereby agree to heed at all times the advice and instructions of Ultimate Watersports staff and to practice common sense water safety procedures.
5. To the extent provided by State Law, I also freely and voluntarily waive all claims for damages or loss to my person or property, or the person or property of third parties, that may be caused by an act, or failure to act, of the Maryland DNR or its agents and employees, and release the Maryland DNR and the State of Maryland from any and all claims.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE:

Date: ___/___/___ Participant Signature: _____

Date: ___/___/___ Parent/Guardian (If under 18): _____

OFFICE USE ONLY:

Watercraft: _____ Time Out: _____ Time In: _____ Payment: _____