

**ASSUMPTION AND ACKNOWLEDGMENT OF RISK AND  
RELEASE OF LIABILITY AGREEMENT**

In consideration of being allowed to participate in watersport events and activities and/or being provided with watersport recreational property or 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. **ACKNOWLEDGMENT OF RISKS.** Acknowledge that some, but not all, of the risks of participating in the watersport activity include: (1) Changing water flow, tides, currents, wave action and ships' wakes; (2) Collision with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects; (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) The presence of insects and marine life forms; (7) Equipment failure or operator error; (8) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration; (9) Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of an accident.
2. **EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY.** Agree to assume responsibility for all the risks of the activity, whether identified 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 of my minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity (EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAME BELOW).
3. **RELEASE.** I hereby release **SAILBOARDS MIAMI INC**, 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, (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 AN OTHER PERSONS** as 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).**

All equipment must be returned in the same condition as provided, with the exception of reasonable wear and tear. I, the undersigned, hereby agree to be responsible in full for any and all damage or loss to the equipment entrusted to me while in my possession regardless of fault. Sailboards Miami Inc. in its sole discretion, reserves the right to repair or replace said sailboard and related equipment without prior notice to Participant and to hold Participant responsible for same. The Participant authorizes Sailboards Miami Inc. to charge for any loss or damage on the Participant's MasterCard, Visa, Discover, or American Express credit cards presented as a security deposit. Sailboards Miami Inc reserves the right to revoke any license given by rental of equipment by refunding the rental fee. The Ten Hour Club Card entitles cardholder to one board and sail or single kayak and are not transferable/refundable. I release any media footage and still photos taken of me or my dependents when engaged in watersports activities.

**I HAVE READ THIS ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST THE OWNER, THE OPERATOR NAMED ABOVE, OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS.**

**IF PARTICIPANT IS UNDER 18, THE PARENT OR LEGAL GUARDIAN MUST SIGN.**

PARTICIPANT'S NAME (PRINT LEGIBLY)	AGE	SIGNATURE
1)		
2)		
3)		
<b>HOW DID YOU HEAR ABOUT US?</b>		
<b>LOCAL/CELL #:</b>	<b>TODAY'S DATE:</b>	
<b>HOME ADDRESS:</b>	<b>ZIP:</b>	
<b>SEND ME EMAIL NEWSLETTER/COUPONS:</b>		
<b>EMERGENCY CONTACT:</b>		
<b>ALLERGIES TO MEDS/DISABILITIES:</b>		

**\*\*TWO AIR HORN BLASTS MEANS RETURN TO RENTAL SITE\*\*  
5% CORPORATE CREDIT CARD CHARGE & **WE CHARGE FOR RESCUES!!!****