

*CROSS SUP, LLC*

**PARTICIPANT AGREEMENT AND WAIVER, RELEASE  
OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY**

THIS IS A LEGALLY BINDING AGREEMENT. Please read it carefully before signing, and consult with an attorney if you are uncertain about its terms. Alterations are not permitted. If the participant is a minor (under 18), it must be signed also by the child's natural guardian (defined by pertinent Florida law as the child's mother or father, by birth or adoption, or, if the parents are divorced, the parent to whom custody is awarded). The natural guardian signs for himself or herself and on behalf of the child. Minors presenting this form bearing the signature of a natural guardian may be required to prove the authenticity of the signature. A minor who signs this agreement does so to reflect his or her understanding of the activities and their risks.

**SPECIAL NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN: READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT EVEN IF CROSS SUP, LLC, THEIR OWNERS, OFFICERS, PERSONNEL, MEMBERS, SUCCESSORS, AFFILIATES, EMPLOYEES, AGENTS, VOLUNTEERS, REPRESENTATIVES, HEIRS, AFFILIATED ENTITIES, PARTICIPANTS, CONTRACTORS,, INVITEES, PERSONAL REPRESENTATIVES AND ALL OTHER PERSONS, FIRMS OR ENTITIES CLAIMING BY OR THROUGH THEM OR ACTING ON THEIR BEHALF (IDENTIFIED AS "RELEASED PARTIES," BELOW) USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM A RELEASED PARTY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

In consideration of being allowed to participate, participant and, if participant is a minor, natural guardian, acknowledge and agree as follows:

**1. Activities and Risks:**

Using fitness equipment, canoeing, swimming, and related activities (including, but not limited to, outrigger canoes, stand-up paddleboards, weight lifting, exercise machines, rowing machines, Indo boards, balance sleds, balance balls, Bosu balls, tornado balls, crossover symmetry bands, calisthenics exercises, treading water, open ocean racing and paddling, sprinting, push-ups, pull-ups, aerobic exercises, running, swimming drills, breath holding techniques and drills) exposes participants to numerous known and unanticipated risks which might result in physical and emotional injury, death or property loss or damage. These risks include, among others, the following: decision making of Released Parties, including, misjudgments of weather, transportation, route location, water level, risks of falling out of or drowning while in the canoe or stand-up paddle board, bodily injury, disease, strains, lacerations, retinal damage, fractures, dehydration, heat exhaustion, drowning, partial and/or total paralysis, death or other ailments that could cause serious disability. Equipment may malfunction or be defective. Participants may participate out of control or beyond their limits or otherwise act in a negligent or intentional manner, which may contribute to the injury or death of himself or herself or another participant. Released parties and other persons present may act negligently or engage in other wrongful conduct. CROSS SUP, LLC may fail to warn participants or the natural guardians of certain inherent risks. These risks are inherent in a participant's enrollment and exercise, fitness, water activities and related activities and they cannot be eliminated without altering the nature of the experience.

Participation in the Activities involves physical exertion and persons participating should be in sufficient good health to participate. I represent that if I am signing as a legal guardian of any minor child listed at the end of this

Agreement (a "Minor Child"), my Minor Child and I are in sufficient good health to participate in the Activities and I am not aware of any pre-existing physical or medical condition, which would be impacted or worsened by participation in the Activities by me or my Minor Child, such as pregnancy, back problems, orthopedic issues, heart and/or lung conditions or use of any drugs, alcohol or medications that may impair physical abilities or judgment.

Other risks may be encountered. If I am the natural guardian of a minor participant, I have explained the risks and possible outcomes to the child. I, and the child, understand them and we both choose for the child to participate nevertheless. My, or the child's, participation is voluntary.

Initial

## **2. Assumption of Risks:**

I, participant or, if the participant is a minor, natural guardian, for myself and on behalf of the child, to the maximum extent allowed by law, understand, acknowledge and assume any and all risks of CROSS SUP, LLC's activities and the use of its facilities and equipment, inherent or not, and whether or not described in this document.

Initial

## **3. Release and Indemnity (*Adult participant*):**

In consideration of the acceptance of my participation in the use of CROSS SUP, LLC's facilities and equipment, I AGREE TO ASSUME THE RISKS incidental to such participation including, but not limited to, those risks set forth in Paragraph 1 above, and, on my own behalf, RELEASE and forever discharge the Released Parties defined below, of and from all liabilities, claims, actions, damages, costs or expenses of any nature, arising out of or in any way connected with my participation in the use of CROSS SUP, LLC's facilities and equipment, and further agree to indemnify and hold each of the Released Parties harmless against any and all such liabilities, claims, actions, damages, costs or expenses, including, but not limited to, attorney's fees and disbursements. The Released Parties are CROSS SUP, LLC's, and their its owners, officers, personnel, members, successors, affiliates, employees and agents, volunteers, representatives, heirs, affiliated entities, participants, contractors, invitees, personal representatives and all other persons, firms or entities claiming by or through them or acting on their behalf. (hereinafter each a "Released Party", or collectively "Released Parties"). I understand that this release and indemnity agreement includes any claims based on the negligence, actions or inaction of any of the above Released Parties and covers bodily injury and property damage, whether suffered by me before, during, or after such participation.

Initial

## **4. Release and Indemnity (*Natural guardian for himself or herself and on behalf of a minor participant*):**

As the natural guardian of the minor participant I, for myself and on behalf of my minor child, and in consideration of the acceptance of my minor child's participation in the use of CROSS SUP, LLC's facilities and equipment, I AGREE TO ASSUME THE RISKS incidental to such participation including, but not limited to, those risks set forth in Paragraph 1 above, and, on my own behalf, on behalf of my minor child, and on behalf of my minor child's executors and administrators, RELEASE and forever discharge the Released Parties defined below, of and from all liabilities, claims, actions, damages, costs or expenses of any nature, arising out of or in any way connected with my minor child's participation in the use of CROSS SUP, LLC's facilities and equipment, and further agree to indemnify and hold each of the Released Parties harmless against any and all such liabilities, claims, actions, damages, costs or expenses, including, but not limited to, attorney's fees and disbursements. The Released Parties are CROSS SUP, LLC, and their owners, officers, personnel, members, successors, affiliates, employees, agents, volunteers, representatives, heirs, affiliated entities, participants, contractors, invitees, personal representatives and all other persons, firms or entities claiming by or through them or acting on their behalf. I understand that this release and indemnity agreement includes any claims based on the negligence, actions or inaction of any of the above Released Parties and covers bodily injury and property

damage, whether suffered by my minor child before, during, or after such participation. I certify that I have adequate insurance to cover any injury or damage that I or my Minor Child may cause or suffer while participating in the Activities or, in the alternative, further authorize medical treatment for said minor child, at my cost, if the need arises.

Initial

**5. Other:**

a. I, an adult participant or natural guardian, agree that if any part of this Agreement is held by a court of law to be unenforceable, the remainder shall survive. It is my intent to comply fully with Florida law, including with respect to a natural guardian's authority to release certain claims on behalf of his or her child or ward. The venue of any legal action arising out of, concerning or involving this document, or a claim of any sort against a Released Party will be Pinellas County, Florida. I agree also that the laws of the State of Florida (not including the laws which might apply of another jurisdiction) will be applied to an interpretation of this Agreement and any dispute, which arises between me, or the child, and a Released Party.

b. I agree further that this agreement will remain in full force and effect, and apply to subsequent uses of the equipment of CROSS SUP, LLC by me, or the minor child, until revoked in writing, with notice to the other party. Future participation and use of CROSS SUP's equipment is evidence of my or the child's, continuing agreement with the terms of this document.

c. CROSS SUP, LLC wants to provide a fun environment for all participants and spectators. I, and the child, understand and agree that CROSS SUP, LLC reserves the right to deny or revoke access to anyone for any act deemed inappropriate.

d. I, or the child and I, agree that this waiver will be in effect until it is either cancelled or modified by written agreement.

I represent that I have complete and absolute authority to bind, contract for and legally act on behalf of the minor participant, and myself and understand and agree that RELEASED PARTIES rely to their detriment upon this representation and would not allow the minor child to participate without this representation. I have had sufficient opportunity to read and understand this document and intend for it to be binding on me, the minor child who is a participant, and members of my, and the child's, respective families, estates and personal representatives. Natural Guardian(s) must sign below for the minor child to participate and agree that they and the minor child are subject to all the terms of this document, as set forth above.

Initial

