

PARADISE PARASAIL LLC AKA PARADISE WATERSPORTS

12913 Ocean Gateway Ocean City, MD 21842 - 410-213-SOAR (7627)

Parasail Release and Waiver of Liability

Parasail riders or boat riders/spectators voluntarily request a ride and expressly agree to assume the entire risk of any and all accidents or personal injury, including death, which the rider or others might suffer during the ride, whether due to negligence or not. Parasail riders and or boat riders agree to hereby read and upon signing agree the following statement is true: Parasail riders or boat riders do hereby agree not to sue Paradise Parasail LLC, operating as, otherwise known as and hereinafter referred to as **Paradise Watersports** and each and all of its related companies, distributors, sponsors, partners, sales representatives, directors, officers and employees for injury, damage or death which occurs during or as a result of a parasail or boat ride. Riders forever release and discharge releases from any and all claims, demands, causes of actions, or liability of any kind whatsoever, which rider may now or in the future have known or unknown, which in any way results from or arise out of or during the course of the ride. Riders further agree to indefinitely, defend, and hold the releases harmless from and against any and all claims, causes of action, demands or charges of whatsoever nature which many claim to have or hold for **INJURY DAMAGES, or DEATH** arising out of rider's ride, even if it causes in whole or part by the released parties. I hereby declare that I am physically fit. I do not, and have not suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during Parasailing. Epilepsy, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness. Even if I have a health to all parties mentioned in the Parasailing Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement, which I have already signed concerning any consequences that would result from my actions, I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of Parasailing activities, I will notify the Captain of the Parasail vessel immediately and before disembarking from the vessel. I have read the above Declarations and understand them and I agree to be bound by them.

The parasail riders or boat riders/spectators further agree and acknowledge:

1. I acknowledge that parasailing and boating entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property and or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: slips and falls or being struck by the equipment on take-off and landing; the forces of nature, including extremes of weather, with objects or other watercraft, crashing; the risk of boat capsize and entrapment; the risk of prolonged exposure to cold water, hypothermia, cold shock, and accidental drowning; the risk of exposure of insect bites; travel in remote areas; illness in remote areas; aggressive and or poisonous marine life risks, arm, shoulder or back injuries; my own physical condition; accidental drowning and the physical exertion associated with these activities. (Furthermore **Paradise Watersports** employees have difficult jobs to perform. They seek safety to the highest extremes but they might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks. Additionally, I agree to wear a personal floatation device (life jacket) while participating in this activity.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless **Paradise Watersports** from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Paradise Watersports equipment of facilities, including any such claims which allege negligent acts or omissions of **Paradise Watersports**.
4. Should **Paradise Watersports** or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and cost
5. I certify that I have adequate insurance to cover an injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or personal property (camera, glasses, shoes, etc.) and any costs associated with said loss.
6. By signing this document, i acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against **Paradise Watersports** on the basis of any claim from which I have released them herein.

RIDER HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS, AND INDUCEMENTS APART FROM THE FORGOING WRITTEN AGREEMENT HAVE BEEN MADE. **FLYERS OR RIDERS UNDER THE AGE OF 18 MUST HAVE PARENT OR GUARDIAN SIGNATURE.**

PRINT RIDER'S NAME

RIDER'S SIGNATURE

DATE

PARENT/LEGAL GUARDIAN NAME

PARENT/LEGAL GUARDIAN SIGNATURE

DATE

STREET ADDRESS

CITY, STATE

ZIP CODE

PHONE NUMBER

EMERGENCY CONTACT & PHONE NUMBER