

WAIVER, RELEASE & INDEMNIFICATION

READ THIS DOCUMENT CAREFULLY AND IN ITS ENTIRETY BEFORE PROCEEDING WITH THIS TRANSACTION. SHOULD YOU PROCEED, YOU ARE AGREEING WITH THESE TERMS AND ASSUME THE RISK ASSOCIATED WITH THE ACTIVITIES.

Wayzata m32, LLC, a Minnesota limited liability company, d/b/a Wai Nani Surf & Paddle (“m32”) provides rental standup paddleboards and kayaks, instructional classes, and other services associated with such rental equipment to its customers (“Services”). m32 also serves as a booking agent for Gear West Ski & Bike, Inc., a Minnesota corporation (“Gear West”) to rent bikes owned by Gear West to m32 customers. m32 and Gear West may hereinafter be referred to collectively “Released Parties” and individually as a “Released Party”. All references to “Equipment” shall mean standup paddleboards, kayaks, and bikes offered for rent by and/or through m32.

This waiver, release, and indemnification (“Agreement”) serves to release m32 and Gear West, together with each of their respective managers, members, employees, agents, independent contractors, representatives, successors and assigns from any liability, and to waive all claims for damages, injury, or losses of any kind, arising out of or resulting from your, the undersigned’s, rental of any Equipment and/or participation in any of the activities associated with such Equipment. All references to “you(r), “we” or “I” or other similar pronouns mean any person signing this document, on his or her own behalf and/or for all other persons on whose behalf the undersigned signs this document.

We desire to utilize the Serves and/or Equipment to participate in activities for which the Equipment is intended and for which m32 offers Services. We understand that the waivers and releases contained in this Agreement apply to all of the Released Parties. In consideration for permitting us to utilize the Services and/or Equipment, and acknowledging that we voluntarily choose to utilize the Services and/or Equipment, we agree as follows:

1. Standup paddle boarding, kayaking, and biking are inherently dangerous sports or activities. m32 will not provide Services or Equipment to any customer unless and until the customer has fully executed this Agreement. We accept for use the Equipment and/or agree to utilize the Services identified herein. We accept full responsibility for the care and use of the Equipment. The Equipment will be used only in a manner consistent with its intended purpose, within its inherent limitations, and in accordance with all applicable laws. Equipment and Services will be used only by the individuals signing this document and not for any form of racing. We understand that m32 is in no way responsible for the safety or quality of the bikes and assumes no liability for such. We further understand that the Released Parties assume no liability and take no responsibility for any damage that might occur through our use of the Equipment and/or Services. This Agreement shall cover and apply to all Services and/or Equipment utilized by Participant by or through M32 and shall continue to be in full force and effect indefinitely and not just for any particular class, day, season or year.
2. We understand that utilizing the Services and/or Equipment involves a risk of serious bodily injury and death. We are familiar with the risks of our intended activity including, but not limited to, the risks of mechanical failure; equipment failure; inability to control the speed or direction of the Equipment; exhaustion, dehydration or other exercise-induced injury; drowning; sunburn; and collisions with, among other things, people, animals, inanimate objects, natural objects, and automobiles or watercraft; and negligence of the Released Parties. We understand the importance of the appropriate safety equipment, including helmets, and have had the opportunity to purchase or rent the same. We assume all risks, whether known or unknown, and responsibility for any losses, costs or injuries incurred in connection with our use of the Services and/or the Equipment, even if arising from or relating to the negligence of one or more of the

Released Parties, but except to the extent caused by the recklessness or intentional misconduct of one or more of the Released Parties.

3. We forever release and discharge from liability, and covenant and agree not to sue any of the Released Parties, for any damage, injury, or harm in any way arising from or relating to our use of the Services and/or the Equipment, including without limitation our own negligence or breach of contract, except to the extent that such liability arises from a Released Party's recklessness or willful misconduct. We agree that if, despite our release, one of us or any person on our behalf makes any claim against any of the Released Parties falling within the scope of the release set forth in this Agreement, we will indemnify and hold harmless all of the Released Parties from and against such claim and any associated litigation expenses, attorneys' fees, losses, liabilities damages or other costs. Without limiting the foregoing, we agree that, if we are signing on behalf of a minor and, despite our release, the minor or any person on behalf of the minor makes any claim against any of the Released Parties falling within the scope of the release set forth in this Agreement, we will indemnify and hold harmless all of the Released Parties from and against such claim and any associated litigation expenses, attorney's fees, losses, liabilities damages or other costs any of them may incur. We agree that this Agreement shall be effective and binding on our respective heirs, next of kin, executors, administrators and representatives in the event of death or incapacity.
4. We represent and warrant that we are fit to participate in the activities associated with the Services and/or the activities for which the Equipment is used. While engaged in the Services and/or using the Equipment, we will obey all applicable laws and regulations, and any rules, regulations and directions of m32, its employees, agents and representatives. We acknowledge that circumstances may arise that are beyond the control of m32. We shall at all times behave in a manner that does not endanger ourselves or others.
5. We hereby grant to m32 the right to use our photographic and video images and audio recordings, and reproductions of the same, for any marketing, promotion or other commercial purpose as m32 in its sole discretion sees fit, and without any compensation therefor.
6. This Agreement shall be governed by and construed under the laws of the State of Minnesota, and, in the event of litigation involving this Agreement, we hereby consent to the exclusive jurisdiction of and venue in the Fourth Judicial District Courts of the State of Minnesota in Hennepin County.
7. The prevailing party in any proceeding brought to enforce the terms of this Agreement shall recover from the other party the prevailing party's reasonable attorneys' fees and costs incurred in bringing, prosecuting or maintaining such proceeding.
8. Participant expressly agrees that this Agreement, and in particular the release, waiver and indemnification provisions hereof, is intended to be as broad and inclusive as permitted by the laws of the State of Minnesota. If any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforceable.

This Agreement constitutes the full, complete and exclusive agreement with respect to the subject matter hereof. We have read this Agreement in its entirety, understand its terms, and enter into it knowingly, voluntarily and intentionally for the purpose of inducing m32 to allow us to utilize the Services and/or Equipment. We are age 18 or older (or, if under age 18, have had this document co-signed by a parent or legal guardian) and are duly authorized to sign this agreement on behalf of all parties listed and those utilizing the Services.

Date: _____

Name (Please Print)

Signature (or, if under 18 years of age, then Participant's parent or legal guardian must sign for, by and on behalf of Participant)