



Sonas Ventures
dba SUP SONAS

~~PO Box 219, Hingham, MA 02043~~

Telephone: 707-84-SONAS * 707-847-6627

Facsimile: 877-651-4118

Email: SUPSONAS@gmail.com

Website: www.SUPSONAS.com

Twitter: @SUP_SONAS

Facebook: www.Facebook.com/SUPSONAS

Liability Waiver

(Your Name)

IN CONSIDERATION for permission to participate in any way, shape or form in, for and/or with a stand up paddleboard (hereinafter referred to as "SUP") course, class, instruction, lesson, tour, trip and/or rental services or related activities either accompanied by a guide or unaccompanied by a guide (hereinafter referred to as the "Activities") with Sonas Ventures LLC, doing business as SUP SONAS, (hereinafter collectively referred to as "SUP SONAS"), I do hereby personally agree to the following:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of SUP and of SUP SONAS and related Activities and that I am (a) qualified to participate in watersports, (b) confident in my ability to swim in the bodies of waters of lakes, oceans, bays and inlets where currents and wind may be strong in either ideal or difficult situations or conditions, (c) in good health, (d) in proper physical condition to participate in such Activities, and (e) willingly agreeing to comply with the stated and customary terms and conditions of participation including, but not limited to, wearing, at all times, a personal floatation device containing a whistle and a flashlight approved by the US Coastguard for stand up paddleboarding and wearing the provided leash at all times while on the SUP, which will be provided to you if you do not have your own. I further agree and warrant that if at any time I believe conditions to be unsafe or unhealthy for myself, I will immediately notify my guide, a member, employee or subcontractor hired by SUP SONAS or the nearest official, whichever the case may be, and discontinue further participation in the Activities.

2. FULLY UNDERSTAND that (a) SUP SONAS and related Activities INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (hereinafter referred to as "Risks"), (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activities take place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW, (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activities.

3. HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE Sonas Ventures LLC, SUP SONAS or its owners, managers, employees, subcontractors, affiliated clubs, respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, sponsors, advertisers, and, if applicable, the landowners, any and all Municipalities, Towns or Cities, (in particular, BUT NOT LIMITED TO the Town of Braintree, Town of Weymouth, City of Quincy, Town of Hingham, Town of Hull, Town of Scituate, Town of Cohasset, Town of Marshfield, Town of Kingston, Town of Duxbury, Town of Plymouth, all towns and municipalities in the County of Barnstable, Suffolk, Norfolk and Plymouth) or officials or property owners and their lessors of the premises on which the Activities take place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY PERSONAL ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

4. PERSONAL POSSESSIONS. SUP SONAS is not responsible for and you agree to hold harmless SUP SONAS from any damage, loss or theft of any personal possessions you leave either unattended in your car, a car of a SUP SONAS employee or guide or if you give your possessions to SUP SONAS employees or subcontractors to hold while on the water that you will hold SUP SONAS harmless of any damage, theft or loss. In addition, SUP SONAS is not responsible for your parking selection at any of our Activities, events, lessons or rental locations and you agree to hold harmless SUP SONAS from any damage, theft or parking tickets incurred as a result of your parking selection.

5. TESTIMONIALS: I agree that any and all words posted on Social Media are allowed to be used in full or in part by SUP SONAS on other Social Media and your first name will be used in conjunction with said testimonial or words.

6. EXPERIENCE AND PERSONAL INFO FOR MATCHING YOU WITH CORRECT BOARD: HEIGHT: _____ WEIGHT: _____ AGE: _____

HOW MANY TIMES HAVE YOU BEEN ON A SUP BOARD? ___ NONE ___ 1-3 TIMES ___ 4+ TIMES

SWIMMING CAPABILITIES:

___ I SWIM WELL:

(PLEASE SELECT ONE)

___ I AM A WICKED GOOD SWIMMER. IF I FALL OFF MY BOARD, LET ME GET BACK UP ON MY BOARD BY MYSELF. I AM NOT AFRAID TO FALL IN.

___ I AM AN OK SWIMMER, BUT SINCE I HAVE NEVER DONE THIS, I MIGHT NEED YOUR HELP GETTING BACK ON MY BOARD. I WILL TELL YOU IF I NEED HELP.

___ I AM A GOOD SWIMMER, BUT I WILL ADMIT IT, I AM SCARED TO FALL OFF MY BOARD. STAY CLOSE TO ME.

___ OTHER? _____

___ I DO NOT SWIM WELL. PLEASE STAY CLOSE TO ME.

HEALTH:

DO YOU HAVE EITHER A HEART CONDITION, EPILEPSY, CANCER, RECENT OPERATIONS, LIFE THREATENING ALLERGIES OR ANY OTHER PRIOR HEALTH ISSUES THAT, IF THEY OCCURRED OR RECURRED WHILE OUT ON THE WATER, WOULD NEED IMMEDIATE ATTENTION?

___ NO

___ YES

IF YES, PLEASE EXPLAIN: _____

IF YES, DO YOU FULLY UNDERSTAND THAT UNDER THIS WAIVER YOU ARE RELEASING SUP SONAS FROM ANY AND ALL LIABILITY REGARDING ANY HAZARDOUS CONDITIONS OR HEALTH ISSUES YOU MAY ENCOUNTER WHILE PARTICIPATING IN THESE ACTIVITIES?

___ YES



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Liability Waiver

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QUESTIONS ONLY FOR SUP SURFING AND OCEAN PADDLING:

ARE YOU FAMILIAR WITH SWIMMING IN OCEAN WAVES FROM VISIT THE BEACH?

NO

YES, A LITTLE EXPERIENCE

YES, A LOT AND HAVE EXPERIENCED OR AM FAMILIAR WITH WHITEWATER, UNDERTOW, RIP CURRENTS.

HAVE YOU EVER PRONE SURFED ON A LONGBOARD OR SHORTBOARD?

NO

YES, A LITTLE SHAKY

YES, A LOT AND AM CONFIDENT

HAVE YOU EVER SUP SURFED?

NO

YES, A LITTLE SHAKY

YES, A LOT AND AM CONFIDENT

7. LIKENESS AUTHORIZATION: In the event photographs or videos are taken of me during my lesson, rental or otherwise during a SUP SONAS Activity, I agree to the following: (please check all that apply)

NO, please do not take my photograph or video at any point during the Activity. I do not want this documented anywhere.

YES, under the following restrictions listed below, I do hereby grant authorization to SUP SONAS to take video or photographs while participating in an Activity.

(IF YES, Please select ONE)

FULL authorization for SUP SONAS to post ANY AND ALL video and/or pictures of me on social media which may include, but not be limited to: www.Facebook.com, www.Twitter.com, www.Meetup.com, www.SUPSONAS.com, www.Instagram.com, www.SnapChat.com (all of which are hereinafter referred to as "Social Media") and you may tag or reference my name on any and all photos.

PARTIAL authorization to SUP SONAS to post ANY AND ALL video and/or pictures ONLY on the following social media sites:

(IF you select PARTIAL, please select all that apply below)

www.SUPSONAS.com

(select one)

Yes, you may tag and/or use my name.

No, you may not tag nor use my name.

www.FACEBOOK.com -Please send me a Facebook Invite. My facebook.com/ _____

(select one)

Yes, you may tag and/or use my name.

No, you may not tag nor use my name.

www.TWITTER.com Please send me a Twitter invite to follow you my Twitter account: @ _____

Yes, you may tag and/or use my name.

No, you may not tag nor use my name.

OTHER: _____ My account info is: _____

Yes, you may tag and/or use my name.

No, you may not tag nor use my name.

SELECTIVE authorization. Please forward me all photos I will select which photographs to allow on Social Media of SUP SONAS.

RESTRICTED authorization. Please only email any and all video of myself to me at my email listed below.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT _____

Address _____

PHONE: () _____ - _____

EMAIL: _____ @ _____ . _____

SIGNATURE _____ Date _____

If you would like to be kept up to date of our calendar of openings, please become friends with us on www.Facebook.com/SUPSONAS or follow us on www.Twitter.com/SUP_SONAS or fill in below and we will friend or follow you:

www.Facebook.com/ _____

www.Twitter.com/ _____



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Liability Waiver

(Your Name)

THIS PAGE IS ONLY FOR THOSE 17 and UNDER. PLEASE HAVE YOUR PARENTS SIGN THIS.

PARENTAL OR GUARDIAN WAIVER. If you are under 18 or mentally challenged or you are an adult or guardian accompanying someone under 18 or mentally challenged, please read and sign below if you agree. FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION) AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF SUP SONAS AND RELATED ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM. IF PARTICIPANT is UNDER 18 or MENTALLY CHALLENGED and unable to sign on their own behalf, you hereby agree to the entire agreement above and sign below on their behalf:

PRINTED NAME OF PARENT/GUARDIAN: _____

ADDRESS: _____

PHONE: () _____ - _____ EMAIL: _____ @ _____ . _____

GUARDIAN SIGNATURE _____ Date _____
