

Dragonfly Paddle Yoga

with Christine Malmborg Liability Release

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

In consideration of the services of Dragonfly Paddle Yoga, Christine Malmborg Yoga LLC, and all other persons or entities acting in any capacity on her behalf (hereinafter collectively referred to as "CM"), I hereby agree to release, indemnify, and discharge CM, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Stand-Up Paddle Water activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property 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: board capsize; tidal conditions and currents; travel in remote areas; collision with objects or other water craft; prolonged exposure to cold water, hypothermia, accidental drowning; illness in remote areas; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, lightning; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries; slips and falls while walking; and rapidly changing adverse weather and water conditions. Furthermore, CM and her representative have difficult jobs to perform. At all times they strive to educate and inform the client fully. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate 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.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Christine Malmborg and all other persons or entities acting in any capacity on her behalf 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 CM equipment or facilities, including any such Claims which allege negligent acts or omissions of CM.

4. Should CM, 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 costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against CM, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law

rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

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 Christine Malmborg and all other persons or entities acting in any capacity on her behalf, ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I consent to having my photo and/or video taken. I also agree to allow such photos and/or video to be used by Christine Malmborg Yoga LLC for promotional purposes; including but not limited to social media, advertising and website images.

**I AM PERSONALLY WATER SAFE AND
I DO KNOW HOW TO SWIM**

Your Name: _____

Your Email Address: _____

Your Phone Number: _____

Your Signature: _____

Date: _____