

Release of Liability and Assumption of Risk Agreement

I, as evidenced by my signature below, acknowledge that participating in the instruction & operation of a Lift eFoil is a **potentially hazardous activity**. There are inherent risks in the activity, including severe injury and/or death. I understand that even though Señor eFoil LLC has taken all reasonable precautions to provide a seaworthy Lift eFoil, including related equipment, and a well-trained and experienced instructor, and has made preparations for my safety as a Passenger/Rider, it is impossible for Señor eFoil LLC, or its contractors to guarantee my safety prior to, during, or following such instruction & operation of said Lift eFoil. Therefore, I hereby release and waive my rights to make a claim for injuries or damages against Señor eFoil LLC, and its assignees, heirs, agents, employees and Contractors including, but not limited to, Señor eFoil LLC, arising from my participation in the instruction & operation of a Lift eFoil and related activities provided by Señor eFoil LLC or any contractors of Señor eFoil LLC.

1. I additionally acknowledge that I have voluntarily requested and applied to participate in the instruction and operation of said Lift eFoil and associated activities to be provided and conducted by Señor eFoil LLC or a contractor of Señor eFoil LLC on the date of my signature below.
2. I am aware that the operation of a Lift eFoil is a **potentially dangerous activity**. Serious bodily injury or death can occur by your participation in the operation of a Lift eFoil. Some of the risks and dangers include, but are not limited to, loss of or damage to personal property, violations of the law, injury or fatality due to the instruction & operation of said Lift eFoil including the capsizing of the lift eFoil, collision with obstacles, injury resulting from encounters with wildlife or surrounding environment, accidents or illnesses in remote places without medical facilities, hypothermia, resultant drowning.
3. I am voluntarily participating in the instruction & operation of said Lift eFoil and related activities with full knowledge of the risks and dangers involved, and I hereby agree to accept and assume all risks of damage, injury or death, and verify the above with my signature below.
4. I understand that I share responsibility for my safety and the safety of others and I accept this responsibility. I agree to comply with the instructions and directions of Señor eFoil LLC, and its contractors, before, and during the instruction and operation of said Lift eFoil. I understand that failure to comply with the instructions and directions of Señor eFoil LLC, and its contractors will result in termination of my session. I acknowledge and will comply with Señor eFoil LLC's safety policies, set out below:
 - a. Safety Policies: Passenger/rider safety is Señor eFoil LLC's first and most important concern. Señor eFoil LLC, or its contractors, will make decisions based on a number of factors. Some of these factors may include, but are not limited to: weather forecast, weather and other conditions prior to and during the operation for the instruction and operation of said Lift eFoil is to occur, as well as its duration, are at Señor eFoil LLC's, or its contractor's sole discretion. The passenger/rider shall always have the discretion and choice not to participate in the instruction & operation of said lift eFoil.
 - b. To the best of my knowledge, I have no physical or psychological conditions that will prohibit me from safely participating in the instruction and operation of said Lift eFoil.

5. I certify that I have carefully read this acknowledgement and release and fully understand its contents. I am aware that Señor eFoil LLC, and its contractors, cannot guarantee my safety during the instruction & operation of said Lift eFoil and related activities, and that this is a release of liability and evidence of a contract between myself and Señor eFoil LLC or its contractors, and I execute it voluntarily and willingly of my own free will, in consideration for the instruction & operation of said Lift eFoil to be provided to me as a passenger/rider.

Participant's Full Name: _____

Participant's Age: _____

Participant's Phone Number: _____

Participant's Address: _____

Participant's Email: _____

Participant's Signature: _____ **Date:** _____

If signing for a minor:

Name of person signing for minor: _____

Relationship: _____

Signature: _____ **Date:** _____