

Booking Code: _____



PERSONAL INFORMATION

Must be completed in full and please print neatly.

Name: _____

Primary Phone (cell preferred): _____

Address: _____

Email Address: _____

City, State, Zip, and Country: _____

Emergency Contact Name

(someone who is not here with you)

Emergency Contact Phone: _____

How did you hear about SUPGAL? Search Internet ☐ TripAdvisor ☐ Instagram ☐ Facebook ☐ Hotel/ Agency ☐

Referral – Whom may we thank? _____

Other: _____

LEVEL OF STAND UP PADDLING KNOWLEDGE

None ☐

Beginner ☐

Intermediate ☐

Advance ☐

LEVEL OF SNORKELING KNOWLEDGE

None ☐

Beginner ☐

Intermediate ☐

Advance ☐

LEVEL OF SWIMMING KNOWLEDGE

None ☐

Beginner ☐

Intermediate ☐

Advance ☐

MEDICAL BACKGROUND

Please circle Yes or No

*We respect your privacy. This information is only for us to assess you accordingly

Shortness of breath or chest pain:	Y / N	Inhaler (if yes, please bring it to every class):	Y / N
Significant bone / joint / muscle pain:	Y / N	Open wounds:	Y / N
Diabetes requiring insulin:	Y / N	Are you pregnant:	Y / N
Cardiac condition:	Y / N	Are you physically active:	Y / N
Allergies (if yes, please list):	Y / N	Back pains:	Y / N
Are you currently taking any medication(s) (if yes, please list):	Y / N	Other (please describe):	Y / N
Any other serious medical history (please explain):	Y / N		

Consult your doctor before participating in a SUPGAL activity, if you have received care for any of the above listed conditions. If you have a history of any other medical condition, or you are taking prescription or over the counter drugs, you should consult your physician before participating in a SUPGAL activity. Before, during, and after a SUPGAL activity, it is imperative to stay hydrated by drinking plenty of fluids.

RELEASE AND WAIVER OF LIABILITY AGREEMENT

This Release and Waiver is entered into by and between SUP Galapagos, a tourist operator agency based in Puerto Baquerizo Moreno ("SUPGAL") and the undersigned participant ("Participant"), effective on the date written below. Parent(s) or legal guardian(s) of participants under eighteen (16) years of age must also sign the Release and Waiver. In consideration of SUPGAL permitting Participant to participate in stand up paddle boarding ("SUP") and/or snorkeling (the "Activity"), Participant agrees as follows:

- (1)! **Representation of Ability to Participate.** Participant represents that he or she is in satisfactory physical condition and has no medical condition that would prevent Participant from participating in the Activity. Participant affirms he or she has had the opportunity to ask any questions he or she may have regarding the Activity. Participant understands his or her physical limitations and is sufficiently self-aware to stop physical activity before Participant becomes ill or injured. Participant affirms he or she has had the opportunity to consult his or her physician about any unique needs or restrictions Participant may have prior to participating in the Activity, and, if a physician was consulted, Participant has taken the physician's advice. In the event of an accident, and at Participant's sole expense, Participant hereby authorizes medical care and treatment, including transportation to a hospital or medical facility.
_____[initials]
- (2)! **Acknowledgement and Assumption of Risks.** Participant acknowledges that the Activity may involve risks, hazards, and dangers, including but not limited to, uncontrollable paddle boards and paddles, collisions, falling, and/or drowning. Participant also understand that these risks, hazards, and dangers are further increased when other participants, whether or not of the same level of experience or skill, are present at the same time and using the same facilities. Participant acknowledges he or she is aware that participation in the Activity requires physical exertion that may be strenuous. Participant further acknowledges participation in the Activity may cause physical injury, including death, drowning, or paralysis, and Participant acknowledges that he or she is fully aware of the risks and hazards involved. Participant fully accepts and assumes all such risks and all responsibility for losses, costs, and damages that may result from the Activity.
_____[initials]
- (3)! **Release.** Participant hereby releases, acquits, covenants not to sue and therefore discharges SUPGAL, its owners, officers, administrators, employees, instructors, volunteers, and/or agents, as well any other entity or sponsor affiliated with the Activity (collectively "Released Parties") of and from any and all actions, and knowingly, voluntarily, and expressly waives any claim Participant may have against the Released Parties for any injuries or damages (known or unknown), property damage or loss of any kind, including death, whether such injury, damage, loss, or death was caused by the alleged negligence of SUPGAL, another participant, or any other person or cause, which Participant may sustain as a result of participating in the Activity.
_____[initials]
- (4)! **Indemnification.** Participant further voluntarily defends, indemnifies, and holds harmless the Released Parties from any and all liabilities or claims made as a result of or relating to Participant participating in the Activity, including attorney's fees and expenses, for any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by Participant or any other person arising or resulting directly or indirectly from Participant participating in the Activity, whether such accident, injury, illness, death, loss, or damage was caused by the alleged negligence of SUPGAL, another participant, or any other person or cause.
_____[initials]
- (5)! **Media; Publicity.** Participant acknowledges and authorizes SUPGAL, and any transferee or licensee of SUPGAL, to use Participant's likeness, including but not limited to Participant's name, photograph, voice, video, recording, image, and biographical information ("Likeness"), including any references or records of the Activity that may include Participant's Likeness, in any and all of SUPGAL's media, including but not limited to printed and digital publications, recordings, promotional and marketing materials, websites, and social media. Participant agrees and understands that any materials using Participant's Likeness will become SUPGAL's property and will not be returned. Participant agrees and irrevocably authorizes SUPGAL to edit, alter, copy, publish, or distribute any materials using Participant's Likeness for any lawful purpose throughout the world in perpetuity. Participant agrees and waives any rights to royalties or any other compensation related to SUPGAL's use of Participant's Likeness. Participant agrees to hold harmless and forever discharge SUPGAL from all claims, demands, and causes of action that Participant may have in connection with this authorization.
_____[initials]
- (6)! **Severability.** Participant further expressly agrees that the foregoing Release and Waiver is intended to be as broad and inclusive as is permitted by the laws of the United States, and the state in which it is signed, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- (7)! **Governing Law.** This Release and Waiver is governed by the laws of Ecuador, and exclusive jurisdiction shall be in San Cristóbal, Galápagos. This Release and Waiver shall be binding on the Participant's assignees, heirs, next of kin, executors, and personal representatives.

Participant also understands and agrees to the following (please initial):

- ____ All payments are non-refundable and non-transferrable, for any reason.
____ The scheduling and content of the Activity may be changed on occasion, at the sole discretion of SUPGAL.
____ A personal Flotation Device (PFD) has been offered to Participant at no additional cost.
____ The PFD shall be kept upon the paddleboard during the Activity or Participant may wear it.
____ Participant will immediately notify SUPGAL instructors of any pain and/or major discomfort felt during any Activity.
____ There may be no aid stations available during the Activity.

Participant Signature: _____

Participant Printed Name: _____

Parent/Legal Guardian's Signature (if minor Participant): _____

Date: _____