

WAIVER AND RELEASE OF LIABILITY | Hostel Chocoyos Stand Up Paddleboard & Kayak Rentals and Guided Tours On Lake Cocibolca, Merida, Ometepe, Nicaragua - Marketed domestically & internationally as "Ometepe SUP Club"

This Waiver and Release of Liability ("Agreement") is made by the undersigned (referred to herein as "Participant") in favor of Hostel Chocoyos and Ometepe Exploring (collectively referred to as "Providers").

Participant Information

Name: _____ Date: _____
Passport: _____ Email: _____
Phone: _____ Country of Residence: _____

In consideration for being permitted to participate in the rental and use of stand-up paddleboards and kayaks and related activities provided by Hostel Chocoyos and Ometepe Exploring, the Participant agrees to the following:

1. Assumption of Risk

The Participant understands that stand-up paddleboarding and kayaking including activities such as the Breakfast Club, the Sunset Paddle, the Women's SUP Club, the Men's SUP Club, and any and all 1-3 hour tours with a Nicaraguan guide from Ometepe Exploring, carries inherent risks. These risks include, but are not limited to, personal injury, death, or property damage due to weather conditions, water currents, equipment failure, or participant negligence. Ometepe Exploring guides will advise all participants of any changes to routes & monitor all weather conditions.

The Participant knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of Providers, and assumes full responsibility for participation.

2. Release and Waiver

The Participant, for themselves, their heirs, personal representatives, or assigns, hereby releases, waives, and discharges Hostel Chocoyos, Ometepe Exploring, and their employees, owners, agents, and contractors from any and all liability, claims, demands, actions, or causes of action related to any loss, damage, injury, or death that may be sustained by the Participant while participating in any paddleboarding activities.

3. Indemnification

The Participant agrees to indemnify and hold harmless Hostel Chocoyos, Ometepe Exploring, and their employees, owners, agents, and contractors from any and all claims, damages, or liabilities, including reasonable attorney's fees, that may arise as a result of Participant's actions or omissions while using the provided equipment or participating in the paddleboarding activities.

4. Health and Fitness

The Participant represents that they are physically and mentally capable of safely participating in the activities provided. The Participant acknowledges that they have disclosed any health conditions that may affect their ability to safely participate.

5. Equipment Responsibility

The Participant agrees to use the paddleboards, kayaks, paddles, life jackets, and any other equipment provided in a responsible manner. The Participant acknowledges that they will be responsible for any loss or damage to the equipment due to negligence or misuse.

6. Emergency Medical Treatment

In the event of an accident or emergency, the Participant consents to emergency medical treatment and transportation as deemed necessary by medical professionals. The Participant agrees to bear all costs associated with such treatment and transportation.

7. Photo and Video Release

The Participant grants permission for Hostel Chocoyos and Ometepe Exploring to use any photographs or videos taken during the activities for promotional or marketing purposes without compensation.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Nicaragua. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the courts located in Rivas, Nicaragua.

9. Acknowledgment of Understanding

The Participant acknowledges that they have read this Agreement fully, understand its terms, and sign it voluntarily. The Participant further acknowledges that by signing this Agreement, they are waiving certain legal rights, including the right to sue the Providers.

Participant Signature: _____ Date: _____
Parent/Guardian Signature (if under 18): _____