

WARNING

WARNING AND SAFETY PRECAUTIONS

General Warnings:

1. Stand-up Paddling is a dangerous sport. Use of this product exposes the user to unexpected risks, dangers and hazards.
2. Always use extreme caution when using this product. Never act in a careless manner when using this product. Misuse of this product may result in serious injury or death.
3. Only use this product if you are in good physical health and know how to swim.
4. You are responsible for your own safety and the safety of others around you when using this product.
5. If you are under the age of 18, you must have a legal guardian read these warnings and safety precautions. Do not use this product without adult supervision.
6. Do not use this product if you are under the influence of alcohol, drugs, or medications.

Important Safety Rules:

1. Before using this product, the user should take a lesson from a certified school. This product should not be used by anyone who is not experienced with stand-up-paddling.
2. Always wear a Coast Guard Approved personal floatation device when using this product. The product is not a personal floatation device.
3. Never use this product without a proper surf leash. A loose stand-up board in the water is extremely dangerous to you, and everyone around you. Failure to use a surf leash may result in serious injury or death.
4. Examine your surf leash after each use and replace it if you see any sign of wear.
5. Always wear a helmet and booties when using this product.
6. Always paddle with an experienced partner when using this product.

Weather Conditions and Local Warnings:

1. Always observe Coast Guard rules and regulations when using this product.
2. Never use this product in off-shore wind conditions.
3. Never use this product in more than 10 knots of wind. Using this product in windy conditions may result in serious injury to yourself and others around you.
4. Use caution when carrying this product. Carrying the board in windy conditions may result in serious injury to yourself and others around you.
5. Never use this product in thunderstorms and lightning conditions.
6. Never use this product in conditions that are beyond your ability (such as, but not limited to, high surf, riptides, currents or river rapids).
7. Never use this product near other boat traffic or watercrafts.
8. Never use this product near crowded beaches or waters.

RELEASE OF LIABILITY, CLAIM WAIVER AND ASSUMPTION OF RISK AGREEMENT

Release of Waiver and Claims Agreement

In consideration of your use of this product, you hereby agree to the following, to the fullest extent permitted by law.

1. To waive any and all claims that you have or may in the future have against Surf 9 LLC, a licensee of Body Glove International LLC, or any of its agents, resulting from use of this product and any of its components.
2. To release Surf 9 LLC, a licensee of Body Glove International LLC, or any of its agents from any and all liability from any loss, damage, injury or expense that you or any users of this product may suffer, or that your next of kin may suffer, as a result of the use of this product, due to any cause whatsoever, including negligence or breach of contract on the part of Surf 9 LLC, a licensee of the Body Glove International LLC, or any of its agents, in the design or manufacturing of this product.

Arbitration

In further consideration of the sale to you of this product and any of its components, you hereby agree to submit binding arbitration any and all claims, which you believe you may have against Surf 9 LLC, a licensee of Body Glove International LLC, or any of its agents, arising from the use of Surf 9 LLC a licensee of Body Glove International LLC equipment. The arbitration shall be pursuant to the rules of the American Arbitration Association.

Arbitration shall be commenced within one (1) year from the date of which any alleged claim first arose. The submission to the American Arbitration Association shall be limited and the arbitration award may be enforced by any court of competent jurisdiction.

Binding Effect of Agreement

In the event of your death or incapacity, this Agreement shall be effective and binding upon your heirs, next of kin, executors, administrators, assigns and representatives.

Entire Agreement

In entering to this Agreement, you are not relying on any oral or written representatives other than what is forth in this agreement and User's Guide.

Assumption of Risk

By purchasing, using and assembling this product, you are agreeing to:

1. Be bound to the terms set forth above and below.
2. Require anyone using this product to be bound by such terms.

If you are unwilling to be bound by these terms, return this product before use for a full refund.

Use of this product and any of its components involves certain inherent risks, dangers and hazards, which can result in serious personal injury and death. In using this product you freely agree to assume and accept any and all known and unknown risks of injury using this equipment. The risks inherent in the sport can be greatly reduced by abiding to the Warning and Safety Precautions listed in the User Guide and by using common sense.