MSLR EFOILS LESSON WAIVER AND RELEASE OF LIABILITY

Last Updated February 17th, 2025

Participant Name:	
Date:	

PLEASE READ CAREFULLY - THIS IS A LEGALLY BINDING AGREEMENT

By signing this **MSLR Efoils Lesson Waiver and Release of Liability**, I acknowledge and agree to the following terms and conditions in full. I understand that participating in an **MSLR Efoils lesson** involves inherent risks, including but not limited to injury, drowning, property damage, or death. I acknowledge that I am voluntarily participating in this activity and fully accept and assume all risks, known and unknown, associated with it.

1. ASSUMPTION OF RISK

I understand that eFoiling involves risks such as falling, collisions, unpredictable water conditions, changing weather, and mechanical malfunctions. I acknowledge that I am solely responsible for my own safety and well-being while participating in this activity. I have been advised to watch the **MSLR Safety Video** before attending the lesson: <u>MSLR Safety Video</u>

2. RELEASE AND WAIVER OF LIABILITY

I, on behalf of myself, my heirs, executors, administrators, assigns, and personal representatives, fully release and discharge MSLR Electric Inc., its owners, employees, affiliates, agents, instructors, and representatives from any and all liability, claims, demands, causes of action, or damages related to injury, death, or property damage that may occur before, during, or after the eFoil lesson, regardless of negligence or any other contributing factors.

3. INDEMNIFICATION AGREEMENT

I agree to indemnify, defend, and hold harmless **MSLR Electric Inc.** from any claims, liabilities, or costs (including attorney fees) that arise from my participation in the eFoil lesson. I further agree that I will not initiate any legal action against MSLR Electric Inc. for any reason related to my participation in this activity.

4. CERTIFICATION OF PHYSICAL FITNESS

I certify that I am physically fit, have no medical conditions that would affect my ability to safely participate, and have not been advised by a medical professional against engaging in this activity.

5. ACKNOWLEDGMENT OF SAFETY INSTRUCTIONS

I acknowledge that I have received and understand the safety instructions provided by **MSLR Electric Inc.** I have watched the required safety video and will follow all guidance from the instructor. I understand that failure to adhere to safety protocols can result in serious injury or death.

6. AGREEMENT TO ABIDE BY ALL RULES

I agree to follow all rules, regulations, and instructions provided by **MSLR Electric Inc.** and its instructors. Failure to comply may result in the termination of my participation without a refund.

7. JURISDICTION AND SEVERABILITY

This agreement is governed by the laws of the **Province of British Columbia**. If any provision of this waiver is found to be legally unenforceable, the remaining provisions shall remain in full force and effect.

8. CONSENT AND SIGNATURE

I HAVE FULLY READ AND UNDERSTAND THIS WAIVER. I AM AWARE THAT BY SIGNING THIS DOCUMENT, I AM WAIVING LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE MSLR ELECTRIC INC. OR ANY OF ITS REPRESENTATIVES. I SIGN THIS AGREEMENT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

Participant Signature: _____ Date: _____

MSLR Electric Inc. Contact Information: Email: info@mslrelectric.com Phone: 1.236.200.5955