



## **Liability Waiver - Kelly Paddle Boards**

Kelly Paddle Boards provides a manufacturer's warranty for defects on all new boards for 1 year from date of purchase. This warranty applies to the original purchaser and may not be transferred. Proof of purchase must be presented at the time of the warranty claim. This warranty does not cover any damage that may be a result of normal wear and tear, puncture, heat warping, excessive exposure to sunlight, misuse of the product, unauthorized modification or repairs, PVC folds, accidents, valve damage, improper handling and storage, incorrect set up, use in commercial, rental or teaching environments or any other irresponsible use. Cosmetic flaws do not affect the functionality and performance of the board and are not applicable. KPB's reserves the right to repair, refund or exchange boards based on the circumstances.

I fully understand the risks and dangers associated with my participation in stand up paddle boarding and accept the same entirely at my own risk. I've been advised by KPB's to wear a PFD at all times for my own safety. I hereby waive any and all claims which I may have against Kelly Paddle Boards, a division of Abrams Health Concepts Inc and release KPB's and Abrams Health Concepts Inc from all liability for injury, death, property damage or any other loss sustained by me as a result of my participation in stand up paddle boarding, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty or care by Kelly Paddle Boards. I understand that I have the opportunity to obtain independent legal advice prior to signing this document and becoming bound by its terms.

NAME: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_