

## PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Surf Sister, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as 'SS'), I agree to release, indemnify, and discharge SS, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that surfing entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Being hit by the board, other surfers or their boards which could result in cuts, bruises, or abrasions, and concussions; hitting the bottom of the ocean; sprains, strains, broken bones, paralysis, even death; exhaustion, dehydration, sun burn; exposure to poisonous and/or carnivorous sea creatures; and accidental drowning.

Furthermore, SS instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warning or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SS's equipment or facilities, including any such Claims which allege negligent acts or omissions of SS.

4. Should SS or anyone acting on their behalf, be required to incur lawyers fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no mental or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against SS, I agree to do so solely in the province of British Columbia, and I further agree that the substantive law of that province shall apply in that action without regard to the conflict of law rules of that province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. I give my full consent to SS to use any photos taken of me while participating in SS activities. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SS on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Date: \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 19)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by SS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SS from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation of Minor.

Parent of Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_