



## JH3 SURF ACADEMY

### ATHLETE RELEASE OF LIABILITY AND ASSUMPTION OF RISK ("RELEASE")

**NOTICE: THIS RELEASE AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT VERY CAREFULLY AND UNDERSTAND IT BEFORE YOU SIGN.**

In exchange for participation in the activity of surfing organized by JH3 Surf Academy and other valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, hereby understand and unconditionally agree, on behalf of myself and, if I am signing this document on behalf of a person(s) who is/are under the age of eighteen and/or unable to execute this Release on their own for any reason (collectively "Minor"), on their behalf as his/her "Guardian", (hereinafter collectively referred to as the "Participant(s)"), and my family members, heirs, assigns, personal representatives and estate (or those of the Minor(s) if I am his/her/their Guardian), to all of the terms set forth in this Release. This Release is for the benefit of JH3 Surf Academy and their respective directors, officers, shareholders, employees, agents, partners, volunteers, surf instructors, representatives, independent contractors (including affiliated and unaffiliated individuals and entities that provide transportation to and from the location of the Activity (defined below), donors, boat dealers, sponsors and vendors who provide other types of services at the Activity including, but not limited to food and drink vendors, product vendors, photographers and videographers, childcare and massage therapists), , successors and assigns (together and collectively called "Company" in this Release).

**DESCRIPTION OF THE ACTIVITY.** Wakesurfing and watersports (the "Activity" and/or "Activities") consists of riding a wave behind a boat while standing or lying on a surfboard or other device. The Activity may include an instructor who rides on the surfboard with the Participant(s). The Activity may also include the Company transporting Participants by motor vehicle or boat to and from the location where the Activity takes place. Participants may be outfitted with wetsuits and floatation devices as part of participating in the Activity. Participating in the Activity may include encountering rocks, lake life, rip currents, boats, jet skis, other Participants, floating debris and surfboards. The Activity is dangerous and can result in severe injury and possibly death.

**ACKNOWLEDGMENT OF RISKS.** I acknowledge that there are known and unknown risk inherent in and/or related to the Activity and that no amount of care, caution, instruction or expertise can eliminate said risks; and I, on behalf of myself and all Participants, Minor, Guardian or otherwise, accept and elect to participate in the Activity in spite of said risks, including, but without limitation: (a) risk of accidents, property damage, injury, serious injury of any kind and/or death, including but not limited to cuts, scratches, broken bones, head injuries, loss of hearing, loss of vision, loss of limbs and drowning; and of subsequent injuries or accidents which may be compounded by negligent rescue operations or procedures of the Company or others; (b) risk of fatigue, overheating, chill and/or dizziness during the Activity which may diminish my reaction time and that of others and may therefore increase the risk of accident and/or injury; (c)

*I have read all of the foregoing in its entirety and understand and agree to its contents: \_\_\_\_\_ (initial)*

environmental hazards, including, but not limited to, terrain, changing weather, fog, rain, rocks, lake life, rip currents, wind and/or other conditions, falling rocks, and erosive cliff edges through or near which I will be walking and/or traveling; as well as other hazards, including, but not limited to slippery trails and/or roads, falling, impacting objects, my own inability to properly contribute to the changes of accident and/or injury; (d) emotional risks, which may range from unwelcome or inadvertent touching, simple hurt feelings to panic and psychological trauma; (e) risks from errors in judgment, or other negligence, by either the Participant, other Participants, the Company or others; (f) misinformation and instructions or the lack thereof; and (g) risk of equipment malfunction or equipment misuses, including misuse of surfboards; (g) risk inherent in transportation in a boat, including but not limited to boat accidents, boat rollover and fire. In all cases, known or unknown inherent risks, and other known or unknown risks which may not be inherent, whether or not described above, must be accepted by those who choose to participate in the Activity. I, on behalf of myself and all Participants, Minor, Guardian or otherwise, have voluntarily applied and decided to participate in the Activity and no one is forcing me to participate.

**PARTICIPANT REPRESENTATIONS.** I hereby confirm that: (a) I am at least eighteen (18) years of age or if I am a Minor, my Guardian must represent me and agree to all the terms in the Release by signing below; (b) that I am physically, mentally, psychologically, physiologically and emotionally capable of participating in the Activity; and (c) that I am participating in the Activity voluntarily and of my own free will. Participants may not participate in the Activity if they are under the influence of alcohol or any substance that might impair judgment, physical capability or which may cause danger to others.

**MEDICAL CONCERNS.** I hereby acknowledge that the Activity is designed for use by Participants of at least average mobility and strength who are in reasonably good health. Individuals with any medical problems or concerns, including but not limited to: neck, back or shoulder problems, injuries, pains or instability, cardiac conditions or diseases, obesity, high blood pressure, pulmonary problems, arthritis, physiological, psychological and psychiatric problems, may increase any known or unknown inherent risks of the Activity and cause the Participant to be a danger to themselves or others at the location of the Activity. Individuals with any of these conditions and any and all other underlying medical problems or concerns that put them at a greater risk of injury or illness during the Activity must carefully consider those risks before choosing to participate, and they must fully inform the staff, in writing, in the space provided below, prior to the beginning of the Activity.

**SAFETY PROCEDURES.** I, on behalf of myself and all Participants, Minor, Guardian or otherwise, acknowledge and agree to listen to and follow the rules, guidelines and safety procedures for participating in the Activity, including, but not limited to the following: (a) obey all safety instructions provided to me by the Company, and the Company's designated guides, instructors and staff; and (b) wear all the equipment required for my safety, otherwise, I may not participate in the Activity.

**PERMISSION TO PROVIDE MEDICAL ASSISTANCE.** In the event of an injury to a Participant during the above described Activities, I, on behalf of myself and all Participants, Minor, Guardian or otherwise give permission to Company to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on the first date written below and will remain in effect until terminated in writing by the undersigned or when the above-

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described Activities are completed. Company shall have the following powers: (a) the power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital; (b) the power to authorize medical treatment or medical procedures in an emergency situation; and (c) the power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

**RELEASE, WAIVER OF LIABILITY.** I, on behalf of myself and all Participants, Minor, Guardian or otherwise, hereby waive and release and hold Company harmless from and against, and agree not to sue Company for, any and all claims, causes of actions and liabilities of any kind, known and unknown, that may arise out of or relate in any way to Participants' participation (and/or anyone else's participation over whom I am Guardian) in the Activity, including but not limited to claims, causes of actions and liabilities for wrongful death, personal injury or damage to or loss of property.

I, on behalf of myself and all Participants, Minor, Guardian or otherwise, acknowledge that this Release is intended to release Company from its own negligence to the fullest extent permitted by law.

**PERMISSION TO USE PARTICIPANTS' IMAGE.** Company engages photographers and videographers to take pictures and video of Participants at the event and Participants engaging in the Activity while at the event. In exchange for participating in the Activity and for other valuable consideration, receipt of which is hereby acknowledged, Participant grants to Company permission to use Participants' likeness in photographs, video recordings, voice recordings or electronic images in any and all of its publications, including website entries, without payment or any other consideration and in any manner Company desires. Participants understand and agree that these materials are the sole and exclusive property of the Company, that Participants do not retain any ownership or license rights whatsoever in the images and material, and will not be returned to Participants. Participant hereby irrevocably authorizes Company to edit, alter, copy, exhibit, publish or distribute these images for purposes of publicizing Company, the Company's activities and programs or for any other lawful purpose. In addition, Participants waive the right to inspect or approve the finished product, including written or electronic copy, wherein Participants likeness appears. Additionally, Participants waive any right to royalties or other compensation arising or related to the use of Participants image. Participants hereby hold harmless and release and forever discharge Company from all claims, demands, and causes of action which Participants, their heirs, representatives, executors, administrators, or any other persons acting on Participants' behalf or on behalf of Participants' estate have or may have by reason of this authorization.

**REPRESENTATION OF UNDERSTANDING.** I, on behalf of myself and all Participants, Minor, Guardian or otherwise, have carefully read, fully understand and hereby freely and voluntarily agree to the terms and conditions stated in this Release, and promise to assume all unknown or known risks involved and associated with the Activity(ies). I, on behalf of myself and all Participants, Minor, Guardian or otherwise, acknowledge that this Release shall be effective and binding upon myself, all Participants, Minor, Guardian or otherwise, my family, heirs, assigns, persons representatives and estates. I, on behalf of myself and all Participants, Minor, Guardian or otherwise, hereby confirm that I am at least 18 years of age. If I am a Minor, my Guardian has signed below, agreeing, in full, to all of the contents of this Release. I understand that as an alternative to signing this document, I may decline to participate in the Activity.

*I have read all of the foregoing in its entirety and understand and agree to its contents: \_\_\_\_\_ (initial)*

