

# PARTICIPATION AGREEMENT, RELEASE AND ASSUMPTION OF RISK

Please be aware that Surf2Live, Inc. works with only surfing instructors who are able-bodied, fit and knowledgeable about the activity and all safety procedures required to instruct surfing. All due care and diligence will be taken to ensure that instruction is undertaken in a safe manner.

In consideration of the services of Surf2Live, Inc., its agents, owners, officers, volunteers, participants, employees, and any and all other persons and/or entities acting in any capacity or on behalf (hereinafter collectively referred to as "S2L"), I hereby agree to release, indemnify and discharge S2L, on behalf of myself, my spouse, my children, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that surfing entails known and unanticipated risks that 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 surfing activity.

The risks include but are not limited to: being hit by the surfboard, by other surfers or their boards, which could result in cuts, bruises, abrasions and/or concussions; hitting the bottom of the ocean; sprains, broken bones, paralysis, even death; exhaustion, dehydration, sunburn; exposure to poisonous and/or carnivorous sea creatures, and; accidental drowning.

Furthermore, S2L surfing instructors have difficult jobs to perform. They seek safety, but are not infallible. They might be unaware of a participant's fitness or abilities. They may misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the inherent risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless S2L from any and all claims, demands, or causes of action, which are in any way connected to my participation in this activity or my use of S2L's equipment or facilities, including any such claims which allege negligent acts of or omissions by S2L.
4. Should S2L or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this Agreement, I hereby 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 in this activity, or else I agree to bear the costs of such injury or damage myself. I further certify that I assume the risk of any medical or physical condition that I may have.
6. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.