



## **RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

I, the undersigned, \_\_\_\_\_, (the "**Releasing Party**"), hereby acknowledge in this **RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT** (the "**Agreement**") that I (or the minor on whose behalf I am signing) have voluntarily chosen to take one or more surfing lesson(s) and/or rent a surfboard, stand up paddleboard, or bodyboard from FARMDOG SURF SCHOOL, LLC ("**FARMDOG**"). Releasing Party hereby further expressly and unequivocally acknowledges actual and absolute understanding that certain risks are inherent in taking surfing lessons and/or renting a surfboard, stand up paddleboard, or bodyboard and surfing (or any recreational activity, for that matter) and these risks cannot be fully eliminated, altered, or controlled; and these risks can result in injury, illness, death, or other damages. Releasing Party knows and fully understands that surfing is an outdoor activity in an uncontrolled natural environment with inherent risks and hazards where serious accidents and property damage can and do occur, and participants can and do die or sustain injuries.

FOR AND IN CONSIDERATION OF the utility, privilege and enjoyment of taking surfing lessons and/or renting a surfboard, stand up paddleboard or bodyboard from FARMDOG at their agreed rates, Releasing Party does hereby release, acquit and otherwise forever FARMDOG, its instructors, and all of their respective owners, officers, agents, employees, members, or assigns (collectively, the "**Released Parties**") of and from any and all past, present or future causes of action, claims, demands, damages, costs, loss of services, expenses, compensations, third-party actions, suits at law or in equity, including claims or suits for contribution or indemnity, of whatever nature, and of and from any and all incidental or consequential damages in any way arising out of any personal injury or death or property damage resulting from participation in any surfing or other related activity.

Releasing Party expressly acknowledges understanding that surfing and taking surfing lessons and/or renting a surfboard, stand up paddleboard, or bodyboard, necessarily exposes the participant to numerous inherent and other known and unknown risks, including, but not limited to: (1) loss of control of participant's surfboard or the surfboard of another; (2) falls from the surfboard; (3) collision with other participants, equipment other surfers or surfboards, rocks, and/or other man-made or natural obstacles, whether obvious or concealed; (4) the split-second judgment, decision-making and conduct of the instructors (except for acts of wanton or gross negligence); (5) submersion in water and/or drowning; (6) encounters with animals, marine life and insects; (7) exposure to the outdoor ocean environment, extreme temperatures, sun, and inclement weather, including travel by foot or vehicle in any way related to this activity; (8) assistance in lifting and/or carrying surfing equipment; (9) rescue-related injuries; and (10) unavailability of immediate and appropriate medical attention in case of injury. Releasing Party understands and acknowledges that other risks, known or unknown, anticipated or unanticipated, may also exist and may result in injury, illness, disease, death or cause damage. Participation in these activities is purely voluntary and Releasing Party elects to do so (or consents to do so for the minor on whose behalf Releasing Party signs) at Releasing Party's own risk. By signing this Agreement, Releasing Party hereby knowingly and lawfully assumes all risk and full responsibility for any consequences of such risk.

Furthermore, to the extent Released Parties ever provide transportation to the beach, Releasing Party hereby acknowledges and willingly assumes, all risks and hazards involved in the activity of riding in a motor vehicle; and expressly agrees to release and otherwise discharge Released Parties from any act or omission, excluding acts of wanton or gross negligence, in rendering or failing to render any type of rescue, emergency or medical services. Releasing Party fully recognizes and understands that if the participant is hurt, dies, or causes property damage, Releasing Party has given up all rights to make a claim or file a lawsuit against the Released Parties, even if the Released Party negligently (or by some other act or omission, excluding acts of wanton or gross negligence) causes the injury or damage.

**Indemnification.** Releasing Party hereby further agrees to indemnify and otherwise save and hold Released Parties harmless from and against any and all claims or costs, including attorneys' fees, of third-parties arising from personal injury, death, or property damage to any participant, spectator or third-party, whether or not resulting from negligence, in the course of participation in such activities.

Releasing Party understands and agrees that this Agreement shall be binding upon Releasing Party and all of his or her heirs, assigns and next of kin (or those of the minor on whose behalf Releasing Party signs), and shall extend to the benefit of Released Parties and their successors and assigns.

Releasing Party (or the minor on whose behalf Releasing Party signs) does not, to the best of his or her knowledge, have any physical limitation, medical ailment or mental disability that would prevent participation in the above-mentioned operations and activities.

**Entire Agreement; Waivers; Amendments.** This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by an authorized representative of the Company and myself. Any waiver of any breach of this Agreement shall not operate as a waiver of any subsequent breaches. All rights or remedies specified for a party herein shall be cumulative and in addition to all other rights and remedies of the party hereunder or under applicable law.

**Governing Law and Severability.** This Agreement shall be governed by the laws of the State of North Carolina as if it had been executed and fully performed within such state. If any provision of this Agreement, or application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be unenforceable, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement shall remain in full force and effect.

**Jurisdiction.** Except for actions for injunctive or other equitable relief, which may be brought in any court of competent jurisdiction, any legal suit, action or proceeding arising out of or relating to this Agreement shall be governed by the laws of the state of North Carolina and/or federal

courts located in Dare county, North Carolina, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding (notwithstanding conflicts of law principles).

Releasing Party hereby agrees to abide by all rules, regulations, and instructions of FARMDOG while participating in all FARMDOG-related activities.

**Interpretation.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party, regardless of which party prepared it.

Releasing Party understands and agrees that FARMDOG reserves the right to accept or deny service to any person.

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND FULLY AGREE TO THE TERMS OF THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I HEREBY CONFIRM THAT I FULLY UNDERSTAND THAT BY SIGNING THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT I AM AGREEING TO GIVE UP CONSIDERABLE FUTURE LEGAL RIGHTS THAT I (OR THE MINOR ON WHOSE BEHALF I AM SIGNING) MIGHT OTHERWISE HAVE AGAINST RELEASED PARTIES. I NONETHELESS SIGN THIS DOCUMENT FREELY, VOLUNTARILY, WITHOUT DURESS OR THREAT OF DURESS, AND WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME OTHER THAN AS RECITED HEREIN. MY SIGNATURE IS PROOF OF MY INTENTION TO EXECUTE A COMPREHENSIVE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY TO THE FULL EXTENT OF THE LAW.

Printed Participant Name \_\_\_\_\_ Age \_\_\_\_\_

Legal Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name Legal Guardian \_\_\_\_\_

Email \_\_\_\_\_ Emergency # \_\_\_\_\_

PROMOTIONAL PHOTOGRAPHY:

I hereby agree that FARMDOG may use film or photographic records of this surfing class and my participation for its promotional and/or commercial purposes without compensation to me.

Printed Participant Name \_\_\_\_\_

Legal Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name Legal Guardian \_\_\_\_\_