

PROGRAM PARTICIPANT AGREEMENT

RELEASE AND WAIVER OF LIABILITY • INDEMNITY AGREEMENT AND ASSUMPTION OF THE RISK
READ CAREFULLY BEFORE SIGNING

WINDSURFING HILTON HEAD, INC. • d/b/a OUTSIDE HILTON HEAD • d/b/a PALMETTO BLUFF OUTFITTERS
 Plaza at Shelter Cove • Shelter Cove Marina • South Beach Marina • Daufuskie Island • Page Island • Palmetto Bluff • Bluffton • The SC & GA Lowcountry
 843-686-6996 • 800-686-6996 • www.outsidehiltonhead.com

In consideration of the services of Windsurfing Hilton Head, Inc. doing business as Outside Hilton Head (herein after referred to as Outside Hilton Head) their officers, agents, employees, stockholders, and all other persons or entities associated with those businesses (herewith collectively referred to as Outside Hilton Head), I agree as follows: Although Outside Hilton Head has taken responsible steps to provide you with appropriate equipment and skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you: this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss or damage to you equipment, accidental injury or illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it's important for you to know in advance what to expect and to be informed of the inherent risks.

RISKS
 In order to participate in this activity, you must acknowledge and agree as follows:
 I certify that I am a capable swimmer.

I/we acknowledge that the program for which I/we have registered may involve elements of risk(s) and danger that include, but are not limited to such natural occurrences as winds, tides, currents, rain, storms, lightning and oyster banks. I/we further acknowledge that the program for which I/we have registered may involve elements of risk(s) and danger created by man, such as boat traffic, boat wakes, sunken or partially submerged objects, automobile or other vehicular traffic.

I/we are further aware that my/our participation in this program and related activities is potentially dangerous, physically demanding and hazardous, involves risks of injury, death, or personal property loss or damage. The risks include, but are not limited to, injury or fatality due to immersion underwater, impact with submerged or exposed objects, slipping and falling, accident or injuries in remote places without medical facilities, sprains, strains, dislocation, or other injuries, exposure to temperature extremes or inclement weather, accidents while traveling to and from activity sites and other risks that may not be known. I am also aware that the weather and sea conditions are unpredictable and are dangerous.

I/we are further aware that risk(s) inherent in this type of activity include, but are not limited to capsizing, swamping or sinking of the kayak, canoe, powerboat, sailboat, golf cart or other vessel (herein after collectively referred to as Vessel) and resultant hypothermia or drowning; injuries from falling onto, walking on, or crawling on oyster beds and shells; blisters from paddling; sunburn; jellyfish stings; insect bites and stings, including but not limited to ants and bees; slipping and/or falling from docks. I/we acknowledge that this may occur in a remote place where medical attention is not immediately available. I/we in recognition of the inherent risk(s) of this activity which the undersigned or any minor children for which I/we am/are responsible, confirms that all are physically and mentally capable of participating in this activity. I/we state that I/we are participating willfully and voluntary. I/we agree to be fully responsible for any personal injury, accidents, or illnesses (including death) and any expenses resulting therefrom. I/we further assume responsibility for damage to or loss of personal property as a result of any accident that may occur.

I/we recognize that Outside Hilton Head, as provider of goods and/or services, will operate under a covenant of good faith and fair dealing, but that Outside Hilton Head may find it necessary to terminate any activity due to forces of nature, medical necessities, or other problems; and/or refuse or terminate, the participation of any person Outside Hilton Head judges to be incapable of meeting the rigors or requirements of participating in the activity. I/we accept Outside Hilton Head's right to take such actions for the safety of myself and/or other participants. I/we acknowledge that no guarantees have been made with respect to achieving objectives.

ASSUMPTION OF THE RISK

I acknowledge the dangers in these activities and I voluntarily ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN AND ACCEPT FULL RESPONSIBILITY for injury, death, property damage or other loss WHETHER CAUSED BY THE NEGLIGENCE OF OUTSIDE HILTON HEAD OR OTHERWISE. I am free from any medical condition that might create undo risk in myself or others who might depend upon me in these activities.

I/we assume the risk(s) of personal injury, accidents and/or illness, including, but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; dehydration, oxygen shortage (anoxia); exposure; head injury, neck injury and/or dizziness that may diminish reaction time and increase the risk of an accident.

I further acknowledge that if I have been prescribed medication for treatment of a sting allergy that I AM BRINGING THAT MEDICATION OR TREATMENT KIT WITH ME and am able to successfully and safely administer my own treatment; and, that treatment for allergic reactions requires special certification that is not possessed by Outside Hilton Head, its guides or employees.

I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death, and loss of personal property and expenses thereof as result of these inherent risks and dangers and of my negligence in participating in this activity.

MEDICAL AUTHORIZATION

I/we authorize any medical treatment deemed necessary in the event of any injury while participating in this activity. I/we either have appropriate insurance or, in its absence, agree to pay any costs of rescue and/or medical services as may be incurred on my/our behalf. I/we agree that any film or photographs of me/us, as participants, become Outside Hilton Head's property and may be used for promotional or commercial purposes without further compensation.

RELEASE

In consideration for being permitted to participate in this program, I AGREE TO: RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE OUTSIDE HILTON HEAD and all of their program participants, affiliates, employees, agents and joint ventures (herein referred to as Outside Hilton Head) for all CLAIMS OF LIABILITY for injury, death, property damage or other loss, now or in the future, as a result of my participation in these activities or activities incidental thereto WHETHER CAUSED BY THE NEGLIGENCE OF OUTSIDE HILTON HEAD OR OTHERWISE.

Further, in consideration of services or property provided, I/we, for myself and any minor children for which I/we am/are a parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release Outside Hilton Head, its principles, directors, officers, agents, employees and volunteers, and each and every landowner, municipal and/or governmental agency upon whose property an activity is conducted, from any and all liability and waive any claim for damage arising from any cause whatsoever.

INDEMNIFICATION

I/we further agree TO INDEMNIFY AND HOLD HARMLESS OUTSIDE HILTON HEAD from all claims of liability for any injury, death, property damage or other loss I incur WHETHER CAUSED BY THE NEGLIGENCE OF OUTSIDE HILTON HEAD OR OTHERWISE. I/we agree to indemnify Windsurfing Hilton Head, Inc., d/b/a Outside Hilton Head for any and all costs and expenses that I/we and/or a minor under my/our control and care may cause to accrue for damage to the property of Windsurfing Hilton Head, Inc. d/b/a Outside Hilton Head, the property of others, or bodily injuries to a person or persons.

IT IS THE INTENTION OF THIS AGREEMENT TO EXEMPT AND RELIEVE OUTSIDE HILTON HEAD FROM LIABILITY AND BAR ANY RIGHT TO SUE OUTSIDE HILTON HEAD FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE OR OTHERWISE.

I have read, understood, and accepted the terms and CONDITIONS CONTAINED HEREIN AND SET FORTH IN THIS AGREEMENT, AND ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, ESTATES, AND FOR ALL MEMBERS OF MY FAMILY, INCLUDING ANY MINORS ACCOMPANYING ME. I acknowledge, I am not relying on any oral, written, or visual representations or statements made by Outside Hilton Head, including those made in its brochures or other promotional material, to induce me to participate in this activity.

I have carefully read this agreement and fully understand its contents. I AM AWARE THAT THIS IS A RELEASE AND WAIVER OF LIABILITY TO OUTSIDE HILTON HEAD AND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP IMPORTANT LEGAL RIGHTS. I understand and freely sign this agreement and agree that no oral representations, statements or inducements have been made apart from the foregoing agreement. This AGREEMENT shall bind my heirs, executors, assigns, legal representatives and family members.

I have read this agreement, understand it, and I agree to be bound by it.

Signature of ADULT PARTICIPANT	Name of Adult Participant (Please Print)	Date
Address of Adult Participant (or Address of Parent of Guardian if Participant is a Minor)		Phone Number
Email Address (We respect your privacy and do not share, sell or rent email address information with third parties unless required to do so by law.)		
Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.	Name of Parent or Guardian (Please Print)	Date
Signature of Minor Participant	Name of Minor Participant (Please Print)	Date

This Agreement Accepted By: _____ for Windsurfing Hilton Head, Inc. (d/b/a Outside Hilton Head)

PAYMENT \$ CASH VISA MASTERCARD AMEX TRAVELERS CHECK LOCAL PERSONAL CHECK

NAME OF GUIDE _____ PROGRAM DATE _____ PROGRAM TIMES _____ DEPARTURE LOCATION _____
 PROGRAM TYPE 2 HR KAYAK 2 HR BOAT KIDS FISHING DALIF HIST OUTFBACK ULTIMATE OTHER