

RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT

Read carefully before signing. This is a binding contractual agreement.

This Release and Waiver of Liability and Assumption of Risk Agreement (“Agreement”) provides that you know that you (“you” shall mean the person signing this Agreement and/or the minor on whose behalf you are signing this Agreement) are taking surfing lessons and will be going to the beach and into the ocean, that there are inherent risks in surfing and surfing lessons, and that you may die, be injured, and/or sustain damage to your personal property. You are knowingly assuming all such risks and you are waiving and releasing any right you might have to damages, claims, and/or, lawsuits against Sweetwater Surf School, LLC and its owners, officers, agents, employees, assignees, affiliates, and associates (collectively referred to as “Sweetwater”), without any reservation of rights.

You understand and acknowledge that you are voluntarily choosing to take surfing lessons from Sweetwater. You further state that you have an absolute understanding that the risks associated with surfing and surf lessons can’t be eliminated, altered, or controlled; and that the risks can be the cause of injury, illness, death, or other damages. You know and fully understand that surfing and surf lessons take place 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.

In consideration of being allowed to attend and/or participate in taking surfing lessons from Sweetwater and/or instructors of Sweetwater, you release, acquit, and otherwise forever discharge Sweetwater 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 damages, including, but not limited to, personal injury, death, and property damage resulting from your participation in any Sweetwater surfing, surfing lessons, and other related activities.

You understand and acknowledge your full knowledge and understanding that surfing and taking surfing lessons necessarily entails your exposure to numerous inherent and other known and unknown and unknowable risks, including, but not limited to: (1) loss of control of your surfboard or the surfboard of another; (2) falls from the surfboard; (3) collision with others, equipment, 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. You understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, anticipated or unanticipated, may also exist and result in injury, illness, disease, death or damage. Your participation in these activities is purely voluntary and you elect to do so at your own risk. By signing this Agreement, you knowingly and lawfully assume all such

risk and full responsibility for any consequences of such risk. Furthermore, to the extent Sweetwater ever provides you any transportation, you hereby acknowledge and willingly assume, on your own behalf all risks and hazards involved in the activity of riding in a motor vehicle; and you also expressly release and otherwise discharge Sweetwater from any act or omission, excluding acts of wanton or gross negligence, from any death, injury, and any other damages that result from such transportation.

You further agree that you will indemnify and otherwise save and hold Sweetwater harmless from and against any and all claims or costs, including attorneys' fees, of third-parties in any way arising from personal injury, death or property damage to any other participant, spectator or third-party, whether or not resulting from negligence, in the course of your participation in Sweetwater activities.

You understand and agree that this Agreement shall be binding upon yourself and all of your heirs, assigns, dependents, and next of kin.

You affirm that you do not have any physical limitations, medical ailments, or mental disability that would prevent you from participating in the abovementioned operations and activities or would pose any risk to yourself or others in your participating in the above mentioned operations and activities.

Any dispute that may arise out of this agreement is governed by the laws of the State of North Carolina.

You hereby agree to abide by all rules, regulations, and instructions of Sweetwater while participating in all Sweetwater related activities.

You understand and agree that Sweetwater reserves the right to accept or deny service to any person, including yourself, both before and after execution of this Agreement.

You hereby grant Sweetwater permission to treat you in case of emergency illness, injury, or accident. However, you understand that Sweetwater is under no obligation to treat you in case of emergency illness, injury, or accident. Should emergency medical services become necessary, the expenses are your sole responsibility and not the responsibility of Sweetwater.

You hereby agree that Sweetwater may use film, video, electronic media, and/or photographic records of you and/or your participation in Sweetwater surfing lessons and other events for its promotional and/or commercial purposes without compensation to you and that Sweetwater owns any and all rights shall be the sole owner, licensor, and beneficiary of any and all film, video, electronic media, and/or photographic records of you and/or your participation in Sweetwater surfing lessons and other events.

By signing this Agreement, you declare and affirm the following:

I HEREBY FULLY AND FOREVER WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SWEETWATER, ITS SUBSIDIARIES, AFFILIATES, RELATED ENTITIES, ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS,

MEMBERS, FOUNDERS, VOLUNTEERS, INDEPENDENT CONTRACTORS, EMPLOYEES, OTHER PARTICIPANTS, THIRD PARTY VENDORS, SPONSORS, ADVERTISERS, AND THE OWNERS AND LESSEES OF THE PREMISES UPON WHICH SWEETWATER SURF LESSONS AND OTHER EVENTS TAKE PLACE (COLLECTIVELY, THE “RELEASEES”) FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES IN ANY WAY RELATING TO THE SWEETWATER SURF LESSONS AND OTHER EVENTS AND/OR IN ANY WAY RELATING TO THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF THE RELEASEES; AND I FURTHER AGREE NOT TO MAKE ANY CLAIM AGAINST OR SUE THE RELEASEES IN CONNECTION WITH ANY SWEET WATER SURF LESSONS OR OTHER EVENTS FOR ANY REASON WHATSOEVER. I FURTHER AGREE NOT TO MAKE A CLAIM AGAINST OR SUE THE RELEASEES FOR INJURIES, DEATH, OR PROPERTY DAMAGES RELATING TO ANY SWEETWATER SURF LESSONS AND OTHER ACTIVITIES AT THE SWEETWATER SURF LESSONS AND OTHER EVENTS EVEN IF ANY INJURY, DEATH, OR DAMAGE IS CAUSED TO ME OR MY PROPERTY DUE TO THE ORDINARY NEGLIGENCE OF THE RELEASEES, THE DANGEROUS CONDITION OF ANY PROPERTY UPON WHICH THE SWEETWATER SURF LESSONS AND OTHER ACTIVITIES AT THE SWEETWATER SURF LESSONS AND OTHER EVENTS MAY TAKE PLACE AND/OR AS A RESULT OF ANY OTHER CAUSE WHATSOEVER.

I (or, if participant is a minor, the person signing on behalf of the minor participant) represent and warrant that: (a) I am of legal age and have the right to contract in my own name, or, if participant is a minor, I am the parent or legal guardian of the minor child listed below and am authorized to sign documents on his/her behalf; (b) I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and I have signed it freely and without any inducement or assurance of any nature; (c) I intend this Agreement to be a complete and unconditional release of all liability of the Releasees to the greatest extent allowed by law; and (d) I agree that if any term or provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not affect any other term or provision of this Agreement. This Agreement is governed by the laws of the State of North Carolina without regard to conflict of law principles. Any dispute concerning this Agreement and/or any of the Sweetwater surf lessons or other events referenced herein (generally or specifically) will be instituted exclusively in the federal or state courts located in New Hanover, North Carolina.

Signature
Printed Name: _____
Address: _____
Phone Number: _____
Email: _____

Date

FOR PARTICIPANTS OR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE: This is to certify that I, as parent or legal guardian of this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities arising out of or related to my minor child's involvement or participation in, and attendance at, Sweetwater surfing lessons and other events, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

Signature

Date

COVID-19 Waiver *

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Sweetwater Surf School, LLC (“Sweetwater”) has put in place preventative measures to reduce the spread of COVID-19; however, Sweetwater cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Sweetwater could increase your risk and your child(ren)’s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Sweetwater and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Sweetwater may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Sweetwater employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at Sweetwater or participation in Sweetwater programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Sweetwater, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Sweetwater, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Sweetwater program.

REFUND POLICY. We do not cancel classes due to unsafe conditions but will instead practice activities on dry land. If you need to cancel or reschedule please give us 7 days’ notice. If canceling, you will be issued a full refund minus a 15% admin fee. If you do not give us 7 days’ notice, no refund will be issued. If we need to cancel due to Covid 19 you will be fully refunded.

FOR PARTICIPANTS OR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

Signature

Date