



RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS, ASSUMPTION OF RISK, AND CONSENT TO PHOTOGRAPH

In consideration for the surfing, kiteboarding, and/or stand-up paddle boarding instruction, services, equipment, and/or equipment rental provided by Indo Jax Surf School and/or use of the facilities or premises of Indo Jax Surf School (collectively hereinafter, "Indo Jax Services & Goods"), I hereby understand and voluntarily agree to this Release of Liability, Waiver of Legal Rights, Assumption of Risk and Consent to Photograph (hereinafter, this "Release") as follows:

1. **Assumption of the Risk.** I understand and acknowledge that participating in surfing, kite boarding, and stand-up paddle boarding (hereinafter, "Board Sports") involves inherent dangers that no amount of care, caution, instruction or expertise can eliminate. I further understand and acknowledge that participating in Board Sports involves risk of bodily injury, death and damage to property. With full understanding of these risks, I expressly and voluntarily assume all risk of personal injury, death and property damage sustained while participating in said Board Sports and/or in connection with receipt of Indo Jax Services & Goods, whether or not such injury, death or damages are caused by the negligence of the Released Parties, as that term is defined below. (Initial here: _____)

2. **Release of Liability.** I hereby release and discharge Viorel Family Inc. dba Indo Jax Surf School, Indo Jax Surf Charities, Inc., and their officers, directors, owners, shareholders, members, agents, employees, independent contractors, and instructors (hereinafter collectively, the "Released Parties") from any and all liability, claims, demands or causes of action arising from my participation in said Board Sports or in connection with the receipt of Indo Jax Services & Goods, whether or not caused by the negligence of the Released Parties. (Initial here: _____)

3. **Waiver of Liability.** I further agree that I will not sue or make a claim against the Released Parties for injury, damages or other losses sustained as a result of my participation in said Board Sports with the Released Parties. I have read and understood the above and acknowledge the same constitutes a release of liability and a waiver of my legal rights arising from my participation in said Board Sports and/or in connection with the receipt of Indo Jax Services & Goods. (Initial here: _____)

4. **No Warranties.** I further acknowledge that there are no warranties applicable to the purchase, rental or lease of Board Sports equipment of or from the Released Parties and that all warranties whether expressed or implied are excluded. THERE IS NO WARRANTY OF MERCHANTABILITY OR GUARANTEE THAT THE BOARD SPORTS EQUIPMENT IS FIT FOR ANY PURPOSE, and I am accepting said Board Sports equipment as is. I hereby acknowledge that I will personally examine said equipment prior to my use of the same. (Initial here: _____)

5. **Indemnification.** I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments and costs, including attorneys' fees, incurred in

connection with any action brought as a result of my participation in said Board Sports. I will take responsibility for, and hold harmless Released Parties for any injury that I may suffer or inflict upon others or my or their property as a result of engaging in such Board Sports. (Initial here: _____)

6. Responsibilities of Student and/or Legal Guardian of Minor Student. I agree that I will operate said Board Sports equipment in a reasonable and safe manner so as not to endanger the lives of persons or damage the property of any individual. I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during participation in said Board Sports or in connection with the provision of Indo Jax Services & Goods, I will notify the instructor immediately. (Initial here: _____)

7. Permission to Use Photographs, Video, or Other Likenesses. I understand and acknowledge that Indo Jax Surf School and/or the other Released Parties may photograph, videotape, audio record, or otherwise capture the likeness of students and bystanders for commercial, promotional, social or other purposes. I consent to the use of such photographs, video and audio recordings, or other likenesses taken of me by the Released Parties for their use, publication or distribution in print media, DVDs, other video recordings, websites, Facebook®, Instagram®, or other media. I agree to release, waive and/or assign to Released Parties whatever legal rights I have to such likenesses, whether or not such use results in proprietary gain to the Released Parties. (Initial here: _____)

8. Declaration of Fitness to Participate in Board Sports. I hereby declare that I (or the student on whose behalf I execute this Release) am physically fit, do not have any physical or mental condition that should preclude me from participating in Board Sports, am am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness. I hereby declare that I (or the student on whose behalf I execute this Release) do not, and have not, suffered from any of the following conditions, which I understand may cause danger or death to the student or others while participating in Board Sports:

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid, adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs (collectively hereinafter, "Health Conditions"). (Initial here: _____)

9. Further Assumption of the Risk By Students With Health Conditions. If I have one or some of the Health Conditions stated above, by signing this form, I acknowledge and assume the increased risks of my participating in said Board Sports. I still choose to participate in said Board Sports and agree to release and waive the Released Parties concerning any consequences that result from my actions.

10. **Student/Parent Representations.** I further represent that I am at least 18 years of age, or that I am the parent or legal guardian of the student, and I waive and release any and all legal rights that may accrue to me or to the minor child for whom I am the legal guardian, as a result of any injury that my minor child or I may suffer while engaging in said Board Sports or in connection with the receipt of other Indo Jax Services & Goods. (**Initial here:** _____)

11. **General Provisions.** I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risk is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in said Board Sports, including any claims of negligence of the Released Parties. I further represent that this Release of Liability, Waiver of Legal Rights and Assumption of Risk shall continue in full force and effect for so long as I engage in said Board Sports and said engagement is in any way connected to the Released Parties. (**Initial here:** _____)

This the _____ day of _____, 20_____

Signature (Of Parent or Guardian if Student is under 18)

Print Name of Student

Print Name of Parent/Guardian of Student