

RELEASE OF LIABILITY - ADULT

I, _____, have voluntarily chosen to participate in the program and activities offered by 5 Waves LLC dba Surf Xtreme. I agree and understand that the program and activities at Surf Xtreme, including but not limited to indoor surfing, trampoline and paintball, are hazardous and risky activities which may result in injury or death during my participation and presence at Surf Xtreme.

Initials _____

I hereby **EXPRESSLY ASSUME ALL RISKS**, to the fullest extent allowed by law, associated with my presence at Surf Xtreme, my use of Surf Xtreme's facilities and equipment and my participation in the programs and activities at Surf Xtreme.

Initials _____

I AGREE NOT TO SUE AND TO RELEASE FROM LIABILITY 5 Waves LLC, Surf Xtreme, or any of their parent companies or subsidiaries, owners, employees, agents, affiliates, managers, and landowners (collectively "Surf Xtreme") for any damage or injury arising out of your presence at Surf Xtreme, participation in the programs and activities offered by Surf Xtreme, or use of Surf Xtreme's facilities and equipment, including the alleged **NEGLIGENCE** of Surf Xtreme, to the fullest extent allowed by law. **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Surf Xtreme for any damages, attorneys' fees, or costs arising out of a claim or lawsuit.

Initials _____

I recognize that medical or dental care may be necessary for me. I authorize Surf Xtreme to render first aid and to call for medical or dental care for myself, or to transport me to the nearest clinic or a hospital if, in the opinion of anyone working at Surf Xtreme, such medical attention is needed. I agree to pay all costs associated with such medical care and related transportation and **INDEMNIFY** and **HOLD HARMLESS** Surf Xtreme from any costs incurred therein.

Initials _____

I understand that the foregoing is a **RELEASE OF LIABILITY** and a **MEDICAL AUTHORIZATION** that is legally binding on me, my heirs and legal representatives. It is a legally binding contract which is intended to provide as comprehensive and broad a release of liability, indemnification and express assumption of risk agreement as is legally possible, but it is not intended to assert any claims or defenses which are prohibited by law. I sign it voluntarily and of my own free will. I acknowledge that the foregoing is binding on me during my presence and participation at this time and into the future at Surf Xtreme.

Initials _____

I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the agreement will remain in effect and will be valid and enforceable. I agree that any action will be brought in the County of Sacramento and any disputes will be subject to and determined under the laws of the State of California.

Initials _____

In addition, I agree to follow the rules of conduct and play set forth by Surf Xtreme and understand that my failure to do so may result in my suspension from participation.

Initials _____

I hereby give Surf Xtreme and its assigns permission to use photographs, pictures or other likeness of me and to publish the same without incurring any debts or liabilities to me.

Initials _____

**THIS IS A RELEASE OF LIABILITY.
DO NOT SIGN IF YOU DO NOT UNDERSTAND OR AGREE WITH ITS TERMS.**

SIGNATURE _____ DATE _____