

RELEASE OF LIABILITY - CHILD

I, _____, have voluntarily enrolled the child or children **Initials** _____ ("Child") listed below on this form in the program and activities offered by 5 Waves LLC dba Surf Xtreme. I have the authority to enter into this Agreement on behalf of the Child and on behalf of any other parent/guardian of said minor.

I agree and understand that the Child's presence at Surf Xtreme and participation in the programs 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. **Initials** _____

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

On the Child's behalf and my own behalf, 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 the Child's 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. On the Child's behalf and my own behalf, 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 the Child. I authorize Surf Xtreme to render first aid and to call for medical or dental care for the Child if, in Surf Xtreme's opinion first aid personnel, medical or dental care is needed. I agree to pay for all expenses and costs associated with such 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, the Child, our heirs and our 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 the Child during his/her 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 that Child shall follow the rules of conduct and play set by Surf Xtreme and understands that Child's failure to do so may result in his/her suspension from participation. **Initials** _____

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

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

Child or Children: _____

Signature of Parent or Guardian _____ Date _____

Relationship: Parent Other relative _____ Guardian