

MERMAID SURF CO.
RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

INTRODUCTION:

This is a Release and Assumption of Risk form. Read it carefully before signing. This release essentially states that you know that you (or the minor under 18 years of age on whose behalf you are signing) are participating in Mermaid Surf Camps and/or Surf Lessons and will be going to and into the ocean, and as a result of the inherent risks in this activity, you know that you (or the minor on whose behalf you are signing) may die, get hurt, or sustain damage to your belongings. If any of these occur, you are confirming your understanding that you have knowingly assumed all such risks and waived any right you might even arguably otherwise have to a claim, sue, or otherwise expect Kelly Donovan, individually and dba “Mermaid Surf Co.”, its owners, officers, agents, employees, or associates – to specifically include Kelly Donovan (hereinafter, sometimes collectively referred to as “Mermaid Surf Co.”) to be legally responsible or otherwise pay for any damages.

RELEASE, WITH ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS:

I, the undersigned, hereby acknowledge that I (or the minor on whose behalf I am signing) have voluntarily chosen to participate in one or more Mermaid Surf Camps and/or Surf Lessons from Mermaid Surf Co. I hereby further expressly and unequivocally acknowledge my actual and absolute understanding that certain risks are inherent in participating in surf camps, surf lessons, and all related activities and these risks cannot be eliminated, altered, or controlled; and these risks can be the cause of injury, illness, death, or other damages. I recognize that surfing requires physical exertion that may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved. I know and fully understand that surfing is an outdoor activity 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.

FOR AND IN CONSIDERATION OF the utility, privilege and enjoyment of participating in Mermaid Surf Camps and/or Surf Lessons from Kelly Donovan and/or other instructors of Mermaid Surf Co. at their agreed rates, I, the undersigned (herein, sometimes referred to as “Releasing Party”), do hereby – on behalf of myself or on behalf of the minor (and also on behalf of all of my or said minor’s heirs, executors, administrators and assigns) – release, acquit and otherwise forever discharge Mermaid Surf Co., Kelly Donovan, and any and all other Mermaid Surf Co. instructors, and all of their respective owners, officers, agents, employees, members, or assigns (herein, sometimes referred to collectively as “Released Parties”) 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 incidental or consequential damages in any way growing out of any personal injury or death or property damage resulting from my participation in any Mermaid Surf Co. surf lessons, camps, and/or related activities.

I do hereby further expressly and unequivocally acknowledge – on behalf of myself or on behalf of the minor for whom I am signing – my full knowledge and understanding that participating in Mermaid Surf Camps and/or Surf Lessons necessarily entail participant exposure to numerous inherent and other known and unknown and unknowable risks, including, but not limited to: (1) loss of control of participant’s surfboard or the surfboard of another; (2) falls from the surfboard; (3) collision with other participants, equipment other surfers or 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. I 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. My participation (or that of the minor on whose behalf I am signing) in these activities is purely voluntary and I elect to do so (or consent to have the minor on whose behalf I am signing do so) at my/our own risk. By signing this RELEASE, WITH ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS, I do hereby knowingly and lawfully assume all such risk and full responsibility for any consequences of such risk.

Furthermore, to the extent Released Parties ever provide transportation to the beach, I hereby acknowledge and willingly assume, on my own behalf (or on behalf of the minor for whom I am signing) all risks and hazards involved in the activity of riding in a motor vehicle; and I also expressly agree to release and otherwise discharge Released Parties from any act or omission, excluding acts of wanton or gross negligence, in rendering or failing to render any type of rescue, emergency or medical services. In signing this document, I fully recognize and understand that if I (or any minor on whose behalf I am signing) am hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against the Released Parties, even if it negligently (or by some other act or omission, excluding acts of wanton or gross negligence) causes the injury or damage.

Indemnification: I hereby further agree that I (or the minor on whose behalf I am signing) will indemnify and otherwise save and hold Released Parties 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 my (or the minor’s, on whose behalf I am signing) participation in Mermaid Surf Co. Surf Camps, Surf Lessons, and all related activities.

I understand and agree that this RELEASE, WITH ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS shall be binding upon myself and all of my heirs, assigns and next of kin (or those of the minor on whose behalf I sign), and shall extend to the benefit of Released Parties and their successors and assigns.

I (or the minor on whose behalf I am signing) do not, to the best of my knowledge, have any physical limitation, medical ailment or mental disability that would prevent me (or the minor) from participating in the abovementioned operations and activities.

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

I hereby agree to abide by all rules, regulations, and instructions from Mermaid Surf Co. while participating in all Mermaid Surf Co. related activities.

I understand and agree that Mermaid Surf Co. reserves the right to accept or deny service to any person.

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND FULLY AGREE TO THE TERMS OF THIS RELEASE, WITH ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS. I UNDERSTAND THAT THIS IS THE ENTIRE AGREEMENT BETWEEN THE UNDERSIGNED AND MERMAID SURF CO., ITS OWNERS, OFFICERS, AGENTS, AND EMPLOYEES, AND THAT THIS AGREEMENT CANNOT BE MODIFIED OR CHANGED IN ANY WAY BY THE ORAL REPRESENTATIONS OR STATEMENTS OF MERMAID SURF CO. OR THE UNDERSIGNED. I HEREBY CONFIRM THAT I FULLY UNDERSTAND THAT BY SIGNING THIS RELEASE, OR ANY OTHER DOCUMENT STATING COMPLIANCE WITH THIS RELEASE FORM, WITH ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS I AM AGREEING TO GIVE UP CONSIDERABLE FUTURE LEGAL RIGHTS THAT I (OR THE MINOR ON WHOSE BEHALF I AM SIGNING) MIGHT OTHERWISE HAVE AGAINST RELEASED PARTIES. I NONETHELESS SIGN THIS DOCUMENT FREELY, VOLUNTARILY, WITHOUT DURESS OR THREAT OF DURESS, AND WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME OTHER THAN AS RECITED HEREIN. MY SIGNATURE IS PROOF OF MY INTENTION TO EXECUTE A COMPREHENSIVE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY TO THE FULL EXTENT OF THE LAW. I AM MENTALLY COMPETENT TO ENTER INTO THIS AGREEMENT.

MISC. AUTHORIZATIONS:

EMERGENCY MEDICAL TREATMENT AND MEDICAL INFORMATION:

I hereby grant Mermaid Surf Co. permission to treat me (or the minor on whose behalf I am signing) in case of emergency illness, injury or accident. Should emergency medical services become necessary for the undersigned participant or minor, the expenses are the sole responsibility of the participant and not Mermaid Surf Co. I also certify that I (and any minor on whose behalf I am signing) am physically and mentally capable of participating in these activities. I hereby represent that I have informed Mermaid Surf Co. (as I have written above) of any pertinent medical conditions that may affect my or the minor's participation in these surfing activities.

PROMOTIONAL PHOTOGRAPHY:

I hereby agree that Mermaid Surf Co. may use film or photographic records of this surfing class and my participation for its promotional and/or commercial purposes without compensation to me.