By taking part in any and all activities in relation with Badass Surf School or any and all of its affiliates or associates, you agree to all of the following and waive important rights and release Badass Surf School and any of its affiliates or associates from all liability for your injury or death, so please read it carefully.

I acknowledge that surfing is an inherently dangerous activity involving significant risk of injury, including the potential for permanent paralysis and death.

- I accept and assume all risks, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF BADASS SURF SCHOOL, or its instructors, employees or contractors, or others, and assume full responsibility for my participation, and Badass Surf School and its associates and affiliates are not responsible for said risks or outcomes, injuries, damages, lost or stolen goods, etc. as outcome of those risks, both known and unknown.
- 2. In consideration of being allowed to participate in Badass Surf School's programs, lessons, activites of any nature, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby freely and knowingly release, discharge, and hold harmless Badass Surf School and its instructors, officers, employees, contractors, and agents from all liability for any injury that I may suffer as a result of my participation in Badass Surf School's programs INCLUDING, WITHOUT LIMITATION, LIABILITY FOR NEGLIGENCE and waive all my rights to take any legal action against Badass Surf School, and its instructors, employees and contractors from and against any and all claims of liability, INCLUDING WITHOUT LIMITATION CLAIMS ARISING OUT OF THEIR NEGLIGENCE, for any act or omission which causes me damages, illness, injury, disease, or death, in any way connected with my participation in this activity, including rendering or failing to render any type of rescue, emergency or medical services.
- 3. In consideration of being allowed to participate in Badass Surf School's program, I agree that I shall not make a claim or bring any action against, sue, or hold responsible, Badass Surf School, its instructors, owners, officers, agents, or employees, for any liability described in paragraph 3 above.
- 4. I agree that if I observe any hazards during my participation in Badass Surf School programs it is my responsibility bring such hazard to the attention of the nearest Badass Surf School instructor, employee or contractor immediately and to remove myself from participating.
- 5. I hereby agree that Badass Surf School may use images of this surfing class or lesson for its promotional and/or commercial purposes, and I consent to the use of my name and likeness for such use in any media now known or not known without compensation to me.

I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

## FOR PARTICIPANTS UNDER 18 YEARS OLD, THE FOLLOWING IS READ AND AGREED UPON

I hereby certify that I am the parent or guardian with legal responsibility for this participant, and that I have read and understood the above and I consent and agree to his/her release as provided above. In consideration of the minor participant's participation in the Badass Surf School's program, for myself, my heirs, assigns, personal representatives, and next of kin, I hereby release and agree to indemnify and hold harmless Badass Surf School, its instructors, officers, employees, agents and contractors from any and all liabilities incident to minor's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.