

ULTIMATE WATERSPORTS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

Please read this document carefully

This document must be signed by an adult of at least eighteen years of age

The individual named below desires: (a) to use or be granted access to ULTIMATE WATERSPORTS; (b) to participate in rentals (including off-site rentals), lessons, trips, camps, courses, adventures, and/or other types of events (collectively, "Events") which may take place at a waterfront facility or are otherwise sponsored by or involve the the company officers, directors, employees, contractors, agents, affiliated entities, landlords and property managers (together with Ultimate Watersports, collectively, "Released Parties"); and/or (c) to engage in paddle sports, sailing, windsurfing other water sports activities, sports, fitness activities, or any of the various other types of activities (collectively, "Activities") which may take place at a waterfront facility or are otherwise provided or sponsored by or involve Ultimate Watersports or any of the other Released Parties. All references to the "Facility" throughout this Waiver And Release Of Liability For Any Injury Or Death And Assumption Of Risks ("Release") includes all rooms, areas, and spaces on the interior of each Facility, the exterior of each Facility, and the parking lot of each Facility. For purposes of this Release only, I agree that the "Events" and "Activities" span from the time that I leave my residence prior to each particular Event or Activity to the time that I return to my residence after the conclusion of that Event or Activity, as the case may be.

In consideration for Ultimate Watersports permitting me and/or my child (collectively "me," "I," or "my") to use the Facilities, to participate in the Events and/or to engage in the Activities, I have agreed to execute this Release.

A. I WAIVE AND RELEASE THE RELEASED PARTIES FROM MY DEATH AND ANY INJURY, LOSS, DAMAGE, EXPENSE, ACTION, CLAIM, AND LIABILITY ARISING OUT OF ANY USE OF THE FACILITIES, THE PARTICIPATION IN ANY OF THE EVENTS, OR THE ENGAGEMENT IN ANY OF THE ACTIVITIES:

I agree to release and discharge Ultimate Watersports and the other Released Parties from liability for my death and any and all past, present, or future injuries, losses, damages, expenses, property damage, social losses, economic losses, actions, claims, and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from: (i) the use of any Facility or equipment located at any Facility; (ii) my participation in Events sponsored by or involving any Facility, Ultimate Watersports or any of the other Released Parties; (iii) participation in or observation of the Activities sponsored by or involving any Facility, Ultimate Watersports or any of the other Released Parties; (iv) my interaction with any of the Released Parties; or (v) my placement in the care, custody or control of any of the Released Parties. This Release is intended to release and discharge the Released Parties from any and all losses, damages, expenses, actions, claims and liabilities of any nature whatsoever, such as losses, damages, expenses, actions, claims and liabilities arising from or related to the negligence of, or the breach of any duties which may be owed by, the Released Parties. I understand that this Release prohibits me from filing any lawsuit against any of the Released Parties for any of the reasons identified in this paragraph, now or in the future, and from recovering any losses, damages or expenses against any of the Released Parties.

B. I ASSUME THE RISK OF INJURIES OR DEATH ASSOCIATED WITH THE USE OF THE FACILITIES, THE PARTICIPATION IN ANY OF THE EVENTS, OR THE ENGAGEMENT IN ANY OF THE ACTIVITIES:

I understand that there are significant elements of risk associated with use of the Facility, participation in the Events, and engagement in the Activities that may be sponsored by or otherwise involve the Facilities, Ultimate Watersports or any of the other Released Parties. I understand and acknowledge that certain risks cannot be eliminated due to the nature of the Events or the Activities, and that these elements and risks may be causes of injury, illness, permanent disability, trauma, or death. These risks and dangers include but are not limited to falling; being injured by falling objects or participants; being injured by the actions or inactions of other participants, equipment failures of any kind; and physical injury as a result of engaging in physical activity. I recognize that the foregoing list of risks are examples of the risks that I am assuming by using the Facilities and/or participating in the Events or Activities and that I am also

assuming risks not specifically listed above. I recognize that if I encounter these risks, serious injury or death may result, and I understand that no amount of care, caution, instruction or expertise can eliminate these risks.

I acknowledge that using the Facilities, participating in the Events and engaging in the Activities sponsored by or involving the Facilities or any of the other Released Parties involves certain risks, inherent and otherwise, including the risk of death or serious personal injury, regardless of whether I follow Ultimate Watersports safety instructions or recommendations, such as those pertaining to Facility rules and regulations, instructional programs, or involving my choice of equipment to use or whether or not to wear any safety device. I agree to assume all such risks, as well as any other risks involved in using the Facility, participating in Events, and/or engaging in the Activities sponsored by or involving Ultimate Watersports or any of the other Released Parties.

C. I AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE RELEASED PARTIES:

I further agree to indemnify, hold harmless and defend the Released Parties from and against any and all loss, damage, liability, claim and expense, including costs and attorneys' fees, incurred by any of the Released Parties as a result of my using the Facilities, participating in Events, and/or engaging in Activities sponsored by or involving Ultimate Watersports or any of the other Released Parties, including any loss, damage, liability, claim, and expense arising out of Ultimate Watersports' own negligence. I understand that this Section means that I will have to reimburse Ultimate Watersports or any of the other Released Parties for any losses, damages, liabilities, claims, costs, attorneys' fees, or expenses sustained by the Released Parties as a result of my using any Facility, participating in Events, and/or engaging in Activities sponsored by or involving Ultimate Watersports or any of the other Released Parties.

D. I WAIVE MY RIGHT TO A JURY TRIAL AND CONSENT TO CHOICE OF LAW, ETC.:

I SPECIFICALLY WAIVE (AND RELEASED PARTIES, BY ITS ACCEPTANCE HEREOF WAIVES) THE RIGHT TO A TRIAL BY JURY IN ANY ACTION BROUGHT BY OR AGAINST ULTIMATE WATERSPORTS OR ANY OF THE OTHER RELEASED PARTIES.

The laws of the State in which I use a Facility, participate in an Activity, or participate in an Event shall govern the rights and obligations of the parties to this Release and the interpretation, construction and enforceability of this Release. If any dispute shall arise between me and either Ultimate Watersports or any of the other Released Parties, I agree that any lawsuit brought by or on behalf of me against any Released Parties shall be brought solely in a federal or state court located in one of the states where a Facility is located or where an Event or Activity took place. This Release shall be effective upon my execution hereof and shall continue in force, unless sooner terminated pursuant to a written notice, for so long as I or (if applicable) my child or such other below-named "Participant" use a Facility, participate in an Event, and/or engage in an Activity sponsored by or involving Ultimate Watersports or any of the other Released Parties.

E. I PERMIT THE USE OF MY LIKENESS:

I acknowledge and agree that Ultimate Watersports reserves the right to use any photograph, video recording, audio recording, or any other media taken at the Facilities, during Events, or in connection with any of the Activities involving Ultimate Watersports or any of the other Released Parties in connection with Ultimate Watersports and the Released Parties' promotional materials, brochures and website.

F. SEVERABILITY:

If any term, provision, or condition, or any part thereof, of this Release shall for any reason be found or held to be invalid or unenforceable by and court or governmental agency of competent jurisdiction, such invalidity or un-enforceability shall not affect the remainder of such term, provision, or condition or any other term, provision, or condition, and this Release shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

I HAVE READ AND I UNDERSTAND THE FOREGOING ACKNOWLEDGMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY FOR ANY INJURY OR DEATH. I UNDERSTAND THAT BY SIGNING THIS FORM I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

THIS RELEASE IS A BINDING LEGAL CONTRACT. PLEASE READ IT CAREFULLY BEFORE SIGNING.

PLEASE PRINT LEGIBLY

Participant's Name _____ Date _____

Participant's Street Address _____ City _____ State _____ Zip Code _____

Mobile Phone # _____

PARTICIPANT'S SIGNATURE _____

TO BE SIGNED IF PARTICIPANT IS A MINOR

I represent that I am the parent or legal guardian of the above individual ("Participant") and I hereby consent to the Participant using the Facilities, participating in Events and/or engaging in Activities sponsored by or involving Ultimate Watersports or any of the other Released Parties. In consideration for Ultimate Watersports allowing the Participant to use the Facilities, participate in Events and/or engage in Activities, I agree, personally and on behalf of the Participant, to be bound by the terms and conditions of this Release. I further agree to indemnify, hold harmless and defend all of the Released Parties from and against any loss, damage, liability, claim, and expense, including costs and attorneys' fees, incurred by any of the Released Parties as a result of the Participant using the Facilities, participating in Events, or engaging in Activities sponsored by or involving Ultimate Watersports or any of the other Released Parties.

THIS RELEASE IS A BINDING LEGAL CONTRACT. PLEASE READ IT CAREFULLY BEFORE SIGNING.

***PLEASE PRINT LEGIBLY ***

Today's Date _____

Printed name of Parent or Court-Appointed Legal Guardian

Cell Telephone # _____

Signature of Parent or E-mail Address _____

Email Address (Adults / Guardians Only) _____