

## Agreement for Waiver, Release, Indemnification & Assumption of Risks

Participant's Name \_\_\_\_\_

I, the above named **Participant** being above the age 18, or the **Parent** of the above named Participant who is under the age 18, and in consideration for participating in the Cosmic Creek Surfing Competition to be held on May 21 and 22 at Salt Creek beach, Dana Point, California (the "**Event**"), hereby agree as follows:

I acknowledge and understand that surfing is a hazardous and dangerous activity that requires strenuous exercise and various degrees of skill and experience for the different water conditions; I understand that these activities can result in serious injury to the person and damage to property; I also understand that these risks, hazards and dangers are further increased when other persons, whether of the same level of experience or skill or not, are using the same facilities; I am aware of the risks, hazards and dangers of personal injury, death and disability inherent in viewing and/or participating in any surfing event; and that while the Event will be supervised by Event staff there is a possibility and risk of injury. **I VOLUNTARILY ASSUME SUCH RISKS.**

In consideration for attending, participating and/or viewing activities and events while at the Event, I hereby agree to release and forever discharge Stokehouse Unlimited, LLC ("**Stokehouse**"), the Event organizer and its respective agents, contractors, employees, officers, directors, trustees, affiliates, parents, subsidiaries, successors, assigns, licensees, and all other persons or entities on its behalf (collectively, "Affiliated Parties"), from any and all claims, actions, damages, liability, costs or expenses and attorney fees which are related to, arise out of, or are in any way connected to my/my minor child's attendance and participation in Event activities, use of equipment or property supplied by Stokehouse or the Event organizer or my/my minor child's presence at the Event, whether or not such claims, actions, damages, liability, costs or expenses are caused by the negligence of Stokehouse, the Event organizer or Event staff. I agree to hold harmless and indemnify Stokehouse, the Event organizer and their respective Affiliated Parties from any and all liability for damage to any third party resulting from my/my minor child's involvement at the Event. **By this Agreement, I intentionally surrender and waive any right to sue or exercise any legal right to seek damages from Stokehouse, the Event organizer or their respective Affiliated Parties.**

I give my consent and permission to Stokehouse and/or the Event organizer to obtain, on my behalf of myself or my minor child, any emergency medical treatment in case of sickness, accident or injury and to secure such medical attention at my expense.

I hereby irrevocably grant to Stokehouse the right to photograph and/or record on film, video and/or audio my/my minor child's likeness, biographical information, visual representation and/or voice, and further grant Stokehouse a perpetual, royalty-free license to use the likeness (and any simulation, alteration or reproduction thereof) in connection with advertising, marketing, products, packaging or other uses without compensation and without restriction as to duration, geography, media or frequency.

This Agreement applies to my participation in all Event activities and programs, including but not limited to, open surfing, other water-related activities, practice sessions, competitions and activities directed by any representative of Stokehouse or the Event organizer, including viewing any of the aforementioned activities. This Agreement covers all of the aforementioned activities regardless of whether the activities are conducted at the Event or at any other location where activities sponsored by Stokehouse or the Event may take place.

This Agreement will be effective and binding upon my heirs, agents, personal representatives and assigns. Any dispute between the parties relating to this Agreement or its interpretation will be resolved by binding arbitration, in accordance with the commercial arbitration rules of the American Arbitration Association, in Orange County, California. The arbitrator(s) will be limited to awarding compensatory damages and will have no authority to award punitive, exemplary or similar type damages. **I UNDERSTAND THAT I AM GIVING UP THE RIGHT TO A JURY OR COURT TRIAL.**

I hereby certify that I am over 18 years of age. I have carefully read the foregoing and acknowledge that I understand and agree to all of the above terms and conditions. I have had the opportunity to ask questions regarding this Agreement and the effect of the same. I am aware that by signing this Agreement, I assume all risks and waive and release certain substantial rights that I may have or possess.

Participant's Name \_\_\_\_\_

Parent's Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Emergency Contact/Phone \_\_\_\_\_

Participant's or Parents drivers license number \_\_\_\_\_

Participant's Signature \_\_\_\_\_

Parent's Signature \_\_\_\_\_