

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 attending, participating and viewing the Surf Camp located in Huntington Beach, California (the "**Surf Camp**"), 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 my child will be supervised by Surf Camp staff during participation at the Surf Camp there is a possibility and risk of injury. I further acknowledge being aware that the Camp will not be operated or controlled by Billabong. **I VOLUNTARILY ASSUME SUCH RISKS.**

In consideration for attending, participating and/or viewing activities and events while at the Surf Camp, I hereby agree to release and forever discharge Billabong USA¹ ("**Billabong**"), the Surf Camp and their 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 Surf Camp activities, use of equipment or property supplied by Billabong or the Surf Camp or my/my minor child's presence at the Surf Camp, whether or not such claims, actions, damages, liability, costs or expenses are caused by the negligence of Billabong, the Surf Camp or its staff. I agree to hold harmless and indemnify Billabong, the Surf Camp 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 Surf Camp. **By this Agreement, I intentionally surrender and waive any right to sue or exercise any legal right to seek damages from Billabong, the Surf Camp or their respective Affiliated Parties.**

I give my consent and permission to the Surf Camp 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 Billabong 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 Billabong 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 Surf Camp activities and programs, including but not limited to, open surfing, other water-related activities, practice sessions, instructional sessions, competitions and activities directed by any representative of Billabong or the Surf Camp, including viewing any of the aforementioned activities. This Agreement covers all of the aforementioned activities regardless of whether the activities are conducted at the Surf Camp or at any other location where activities sponsored by Billabong or the Surf Camp 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 Parent's drivers license number _____

Participant's Signature _____

Parent's Signature _____

Date