

## **PARTICIPANT ACKNOWLEDGEMENT OF RISKS**

### **For 4Points Expeditions Surfing Programs**

In consideration of the services of 4Points Expeditions their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as '4Points' I agree as follows:

Although 4Points has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, 4Points has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. 4Points does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

Possible risks include but are not limited to: injuries including cuts, scrapes, bleeding, infection, traumatic injuries such as sprains, broken bones, herniations, loss of limbs, muscular injuries; spinal cord injury; head injury; hypothermia; hyperthermia; animal bites and stings; allergic reaction; illness; drowning; altitude related illnesses; permanent injury or death.

I am aware that **surfing program** entails risks or injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of 4Points has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody and control, for bodily injury, death, or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

**Release of Claims and Agreement Not to Sue.** Acting for myself and my heirs, personal representatives, executors, assigns, and guardians *ad litem*, I hereby release 4Points Expeditions and all of 4Points Expeditions employees, agents, representatives, volunteers, contractors, officers, and directors (in each case, an "**Indemnified Party**") from any and all claims and liabilities of any kind or nature whatsoever for or with respect to, and I agree not to make a claim of any kind or nature whatsoever against, or sue or attach the property of any of any of such Indemnified Parties for or with respect to, any damage or injury to me or my property, or my death, arising from my participation in the Activities or during my presence on or travel to or from activities or programs, howsoever caused and whether or not arising in whole or in part from the real or alleged negligence of, or any other act or omission of or by any of such Indemnified Parties.

**Indemnification of 4Points Expeditions.** Acting for myself and my heirs, personal representatives, executors, assigns and guardians *ad litem*, I agree to indemnify and defend the Indemnified Parties against, and to hold the Indemnified Parties harmless of and from: (a) any and all claims and liabilities of any kind or nature whatsoever for injury or damage to me or my property, or for my death,

arising from my participation in the Activities or during my presence on or travel to or from the activities or programs, whether or not arising in whole or in part from the real or alleged negligence of, or any other act or omission of or by any of the Indemnified Parties; and (b) any and all claims and liabilities of any kind or nature whatsoever for any injury or damage to any person or property, or for the death of any person, to the extent caused by me during my participation in the Activities, or during my presence on or travel to or from the activities or programs.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

Signature of Parent or Guardian, if participant is under 18 years of age

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name