

Release of Liability

Read Carefully - This Affects Your Legal Rights

In exchange for participation in the activity of any and all water related activities including, but not limited to, boating, surfing, wake boarding, water skiing, swimming, diving, jumping, tubing, floating, canoeing, kayaking or any and all other water-related activities offered by or organized by S & S Adventures, LLC and Surfing Sunsets, LLC, of _____, _____, _____ and/or use of the property, facilities, and services, equipment of S & S Adventures, LLC and Surfing Sunsets, LLC, I agree for myself and (if applicable) for the members of my family, to the following:

1. Agreement To Follow Directions. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by S & S Adventures, LLC and Surfing Sunsets, LLC, or the employees, representatives, or agents of S & S Adventures, LLC and Surfing Sunsets, LLC.

2. Assumption of the Risks and Release. I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge S & S Adventures, LLC and Surfing Sunsets, LLC for injury, loss, or damage arising out of my or my family's use of or presence upon the facilities of S & S Adventures, LLC and Surfing Sunsets, LLC, whether caused by the fault of myself, my family, S & S Adventures, LLC and Surfing Sunsets, LLC or other third parties.

I hereby expressly waive any and all claims which I may have against S & S Adventures, LLC and Surfing Sunsets, LLC for negligence or any other actions which could be seen as a breach of the applicable standard of care.

I understand that I am not waiving claims for gross negligence, but acknowledge that to prevail on a claim for gross negligence I would have to prove by the preponderance of the evidence that S & S Adventures, LLC and/or Surfing Sunsets, LLC acted in total disregard for any care and that doing so is difficult and unlikely to succeed.

I acknowledge that engaging in the activities identified herein could result in injury to me even if I and all others use reasonable care due to the inherent nature of water activities such as wet surfaces, slipping, falling, tripping, and other things which affect the activity.

I hereby assert that I am physically fit and can engage in the activity in which I am engaging.

I hereby assert that I can swim and that I assume all risks associated with swimming which include, but is not limited to, drowning or near drowning, loss of consciousness and any other swimming-related injuries.

I hereby acknowledge that I am engaging in this activity of my free will and that I am free to decline to take any action which I believe I lack the skill to perform or which I lack the physical ability to perform. If I undertake an activity, then I am affirmatively stating that I have accessed the activity and believe that I can engage in the activity in a safe manner.

I acknowledge that it is my responsibility to advise S & S Adventures, LLC and Surfing Sunsets, LLC if I do not feel comfortable undertaking any activity and that S & S Adventures, LLC and Surfing Sunsets, LLC are not responsible for actions which I undertake of my own free will.

If I am signing this form on behalf of minors, I acknowledge that I am the legal guardian of the minor or that I have been given authority to make decisions on behalf of the minor for this activity and that I assume all responsibility to ensure that the minor follows all directions, acts reasonably, and does not engage in any activities which is beyond their physical abilities or skill level.

I acknowledge that it is my responsibility to care for, watch, supervise, control, monitor and guide any and all activities for minors for which I am signing and I absolve and agree to indemnify S & S Adventures, LLC and Surfing Sunsets, LLC for any liability for actions, injuries, claims, or other demands brought by any minor for which I am signing. If I do not feel comfortable assuming this obligation on half of any minor, then I should not sign this form and I should not allow the minor to participate in this activity.

3. Indemnification. I agree to indemnify and defend S & S Adventures, LLC and Surfing Sunsets, LLC against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities, boats, ramps, boat docks, roads, parking lots, walk ways, buildings, lawns, highways owned and/or operated by S & S Adventures, LLC and Surfing Sunsets, LLC.

4. Fees. I agree to pay for all damages to the facilities, boats, ramps, boat docks, roads, parking lots, walkways, buildings, laws, or highways of S & S Adventures, LLC and Surfing Sunsets, LLC caused by any negligent, reckless, or willful actions by me or my family.

5. Consent. I hereby consent to the participation of the following minors in this activity:

_____ (name) _____ (identify relationship to minor)

_____ (name) _____ (identify relationship to minor)

_____ (name) _____ (identify relationship to minor)

_____ (name) _____ (identify relationship to minor)

I consent to their participation in the activity of any and all water related activities including, but not limited to, boating, surfing, wake boarding, water skiing, swimming, diving, jumping, tubing, floating, canoeing, kayaking or any and all other water-related activities offered or, and agree on

behalf of the above minor to all of the terms and conditions of this agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of these minors.

6. Medical Authorization. In the event of an injury to the above minor during the above-described activities, I give my permission to S & S Adventures, LLC and Surfing Sunsets, LLC or to the employees, representatives, or agents of S & S Adventures, LLC and Surfing Sunsets, LLC to arrange for all necessary medical treatment for which I shall be financially responsible.

This temporary authority will begin on the date that the minor first arrives to engage in the activity and shall end when the activity ends. S & S Adventures, LLC and Surfing Sunsets, LLC shall have the following powers:

- a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;
- b. The power to authorize medical treatment or medical procedures in an emergency situation; and
- c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

7. Applicable Law. Any legal or equitable claim that may arise from participation in the above shall be resolved under Utah law.

8. No Duress. I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that S & S Adventures, LLC and Surfing Sunsets, LLC has offered to refund any fees I have paid to use its equipment or its services if I choose not to sign this agreement.

9. Arm's Length Agreement. This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this agreement or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

10. Enforceability. The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision, as the case may be. Such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

11. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure:

Any controversies or disputes arising out of or relating to this agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

12. Emergency Contact. In case of an emergency, please call _____
(Relationship: _____) at _____ (Day), or _____
(Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

By: _____

Date: