

Soul Style Surfboard LLC

Release of Liability and Rental Agreement

Note: This waiver, Release of Liability and Rental Agreement, is intended to be a legally binding document. Read this waiver carefully and completely. You may wish to consult an attorney to obtain advice about this document. By your signature on this waiver, you indicate your acceptance of all terms and conditions below.

Soul Style Surfboards, LLC, ("The company") has arranged for you to rent a Surfboard(s), participate in a surfing class or some other event. All persons renting and/or using rented items are required to sign and agree to the terms of this Waiver and Release of Liability Agreement prior to rental IN CONSIDERATION of, and as an express condition to, your rental or use of surfboard(s) from the Company, the undersigned hereby agrees to the following:

1. The undersigned is aware that surfing is an activity that involves the risk of injury or even death. The undersigned is aware that there is a risk of negligence by the Company or its agents or assigns, including the failure by the Company or its agents or assigns to safeguard or protect me from or warn me of the risks, dangers, and hazards of surfing. I freely accept and fully assume all risks, dangers and hazards associated with participating in a Company surfboard rental or event and the possibility of loss, personal injury or death resulting there from. These risks may include property damage, personal injury and death, which may result in part from surfing activities or surfboard malfunctions, vehicular accidents, risk of drowning, water, reefs, rocks, serious lacerations or other accidents. The undersigned, after careful consideration, expressly assumes these risks and agrees to release the Company and its affiliates, employees, members, associates, drivers, and independent contractors from any and all liability associated with these risks.

2. The undersigned hereby holds harmless and indemnifies the Company and its agents and affiliates from any and all liability for any property damage or personal injury to any third party resulting from my participation in a Company surfing rental or event.

3. The undersigned hereby WAIVES AND RELEASES ANY AND ALL LAWSUITS, CLAIMS AND DEMANDS OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PERSONAL INJURY, DEATH or OTHERWISE, WHETHER OR NOT IMMEDIATELY APPARENT, which the undersigned may, now and forever, have against the Company and its affiliates, employees, members, associates, drivers and independent contractors resulting, directly or indirectly, from the participation in a Company surfboard rental or event and all actions related thereto.

4. The undersigned hereby acknowledges that he/she is responsible for their own suitability to surf or participate in ocean activities and is hereby strongly encouraged to consult a physician prior to participation should they have any concerns such as, but not limited to, pregnancy or physical impairment; including but not limited to swimming ability in the Pacific Ocean.

5. When engaging in the rental or use of the Company equipment, I agree to accept all responsibility to maintain the condition and whereabouts of all the equipment rented for the entire rental period and to pay all repair and/or replacement costs for any damage or theft that may occur to equipment during the rental period. Should I damage a surfboard, I agree to pay a repair fee that is to be determined based on the severity of the ding. Clear boards with dings 1" and smaller cost on average \$40.00 for the first ding

plus \$20.00 for each additional ding of this size. Dings that are larger than this are subject to higher repair fees. Also, boards that involve color matching or gloss and polish are subject to higher repair fees. Buckles where the stringer is not broken will result in a repair cost of \$120.00. Buckles where the stringer is broken will result in a charge for a replacement board. Stress cracks incurred during rental will be charged a flat fee of \$100.00. Any damage to the fin in use will result in a charge to replace the fin (approximately \$75.00). Broken fin boxes will result in a repair fee of \$120.00. Any dings that affect the visual quality of the board may be subject to a higher repair fee. If a fin should come back dinged, a \$75.00 charge will be placed against the member. Should a surfboard become lost, stolen, or damaged beyond repair, I agree to pay a restocking fee of the market price per surfboard within 7 days of the incident. I agree to place a credit or debit card on file for the purpose of obtaining payment for outstanding repair or replacement costs, to be claimed at the discretion of Soul Style Surfboards.

6. This Waiver and Release of Liability Agreement shall be governed and construed by the laws of California. Any litigation pertaining to this Waiver and Release of Liability Agreement shall be held exclusively in Orange County, California with the prevailing party being entitled to collect reasonable attorney's fees, costs, and expenses from the non-prevailing party. The undersigned voluntarily submits to the exclusive personal jurisdiction of the state and federal courts in Orange County, California and waives any and all objections to the jurisdiction or proper forum of such courts. If any provision of this Waiver and Release of Liability Agreement shall be held unenforceable or void, it shall be severable from the remaining provisions and shall not affect their subsequent enforceability or validity. THE UNDERSIGNED HEREBY WAIVES RIGHTS TO A TRIAL BY JURY FROM ANY LITIGATION ARISING FROM OR RELATING TO THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT. By signing below, the undersigned (or, if the undersigned is under the legal age of 18, the undersigned's legal guardian) has read, considered, and expressly agreed to all the terms and conditions of this Waiver and Release of Liability Agreement as of the date written below. This Waiver and Release of Liability Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

I agree to the above Terms & Conditions

Signature

Printed Name

Date