



**RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT**

*PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.*

[Redacted] (hereinafter referred to as "Participant"), and

[Name of legal guardian, if Participant is a minor],

hereby agree to the terms of the following Release of Liability, Assumption of Risk, Waiver of Claims, and Indemnity Agreement ("Agreement") which shall apply to Participant's participation in any activities or observation of any activities, including but not limited to beach/sand activities, swimming, surfing, paddle boarding, ground and mounted equine activities, Surf and Turf Therapy activities of any kind and/or observing others engaging in water/beach/equine related activities, at any location.

**1. ASSUMPTION OF THE RISK.** Participant, and Participant's parent or legal guardian if Participant is a minor, hereby acknowledge(s) that there are inherent dangerous risks associated with being around water/the ocean and surfing, as well as around horses and during both mounted and ground equine activities.

Participant, and Participant's parent or legal guardian if Participant is a minor, hereby acknowledge(s) the ocean may behave in a manner that results in damage to property and/or serious bodily injury, including but not limited to, broken bones, head injuries, trauma, pain and suffering or death ("Harm" or "HARM"), to the person participating in both therapeutic and recreational surfing, as well as those observing, and other property. Risks associated with therapy and recreational services including but not limited to swimming and surfing in the ocean, include rip currents, rocks, sharks and other dangerous conditions and/or exercising at various target heart rates and increasing a workload of the cardio respiratory system. Surfing may result in injury or death for reasons including, but not limited to, the dangerous conditions of the ocean, the actions of other surfers, persons or creatures in the ocean, reefs, sandbars, shallow breaks, your or other surfboards, your physical condition and mental awareness of your surroundings. Equipment related to surf and ocean activities may break or be maintained or operated negligently. Other people involved in or being around surf/water activities may act negligently or unpredictably. Surfing is a hazardous sport involving the ocean, surfboards, wetsuits, leashes, surf-wax and other people which may cause injury to the Participant or others.

Participant, and Participant's parent or legal guardian if Participant is a minor, hereby acknowledge(s) that there are inherent dangerous risks associated with being around horses and working with horses. A horse may behave in a manner that results in damage to property and/or serious bodily injury, including but not limited to, broken bones, head injuries, trauma, pain and suffering or death ("Harm" or "HARM"), to the person handling or riding the horse and to other persons and their horses and other property. Risks associated with activities involving horses include, but are not limited to, property damage, serious bodily injury or even death caused by horses bucking, rearing, biting, stumbling, falling, trampling, scratching or striking. Equipment related to equine activities may break or be maintained or operated negligently. A horse may act unpredictably, including, but not limited to, as a result of sudden movement, loud noise, unfamiliar environment, weather conditions, slippery, hard or uneven footing, or the introduction of unfamiliar persons, animals or objects.

Participant, and the parent or legal guardian of Participant if Participant is a minor, agree(s) to assume all such risks in consideration for being allowed to surf and/or ride, participate in and/or observe the abovementioned beach activities and equestrian activities. In consideration for being allowed to participate in therapy, I agree to assume the risk of injury to

myself, and/or my child, and I further agree to release, indemnify, hold harmless and defend Surf and Turf Therapy, its staff members, employees and /or agents conducting therapy services, as well as recreational activities, against any claims for injury, death, accidental or otherwise, or damages, during or arising in anyway from participation. Surf and Turf Therapy and its staff members, employees and/or agents would not provide me services without these agreements. In the event of a breach in the terms of this agreement, the prevailing party shall be entitled to recover attorney fees and costs in addition to any other damages or remedies.

Participant / Parent or Legal Guardian's Initials:

2. RELEASE OF LIABILITY AND WAIVER OF CLAIMS. IN CONSIDERATION FOR BEING ALLOWED TO SURF, PARTICIPATE IN AND/OR OBSERVE ANY THERAPY ACTIVITIES AT THE BEACH OR AT OTHER LOCATIONS, PARTICIPANT AND THE PARENT OR LEGAL GUARDIAN OF PARTICIPANT (IF PARTICIPANT IS A MINOR), HEREBY AGREE(S) TO RELEASE AND DISCHARGE THE OPERATOR AND MANAGER SURF AND TURF THERAPY, DBA SURF AND TURF THERAPY (HEREINAFTER "SNTT"), THE OWNER OF SURF AND TURF THERAPY AND EACH OF THEM, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, AGENTS, SERVANTS, REPRESENTATIVES, EMPLOYEES, ASSIGNS, SUCCESSORS AND PREDECESSORS, FROM ANY AND ALL LIABILITY FOR ANY ACTS OF NON-INTENTIONAL MISCONDUCT, ORDINARY NEGLIGENCE OR WANT OF ORDINARY CARE ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE ABOVE-MENTIONED ACTIVITIES AND/OR THE CONDITION OR OPERATION OF ANY PORTION OF THERAPEUTIC ACTIVITIES.

PARTICIPANT, AND THE PARENT OR LEGAL GUARDIAN OF PARTICIPANT (IF PARTICIPANT IS A MINOR), UNDERSTAND AND AGREE THAT EXCEPT FOR ACTS OF GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT, THIS RELEASE AND WAIVER OF LIABILITY SHALL APPLY TO ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND/OR LITIGATION AGAINST SNTT AND/OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, AGENTS, SERVANTS, REPRESENTATIVES, EMPLOYEES, ASSIGNS, SUCCESSORS AND PREDECESSORS, FOR ANY DAMAGES, LOSSES OR OTHER HARM, INCLUDING BODILY INJURY, DEATH, AND/OR PROPERTY DAMAGE, SUSTAINED OR WHICH MAY BE SUSTAINED BY PARTICIPANT DURING THERAPY ACTIVITIES INCLUDING BUT NOT LIMITED TO WHILE SURFING, HANDLING SURF BOARDS, COMPLETING GROUND WORK OR OTHERWISE BEING NEAR THE OCEAN AND EQUIPMENT AT ANY LOCATION, AND TO PARTICIPANT'S PERSONAL PROPERTY.

IT IS FURTHER AGREED TO BY PARTICIPANT, AND THE PARENT OR LEGAL GUARDIAN OF PARTICIPANT (IF PARTICIPANT IS A MINOR), THAT THIS RELEASE OF LIABILITY SHALL APPLY TO AND BE BINDING UPON PARTICIPANT AND PARTICIPANT'S PERSONAL REPRESENTATIVES, HEIRS, ASSIGNS AND NEXT OF KIN AND HEREBY WAIVES CIVIL CODE SECTION 1542 THAT STATES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

3. INDEMNIFICATION AND HOLD HARMLESS. Participant, and Participant's parent or legal guardian (if Participant is a minor), agree(s) to defend, indemnify and hold harmless SNTT and respective officers, directors, shareholders, members, agents, affiliates, servants, representatives, operators and employees, with respect to any and all losses, claims, liabilities, damages, causes of action, lawsuits, judgments, orders, attorneys' fees, costs and expenses, related to or resulting from any damage, injury or loss sustained or caused by Participant, sustained or caused by any therapeutic or recreational activity, including but not limited to surfing and equine activities, and/or related to or resulting from any damage, injury, or loss sustained or caused by any vehicles, equipment, personal property, or guests of Participant or Participant's family while on the location of therapeutic services. To the fullest extent allowed by law, the terms of this paragraph shall apply regardless of any losses or damages caused or allegedly caused by any acts of ordinary negligence, want of ordinary care or non-intentional misconduct of SNTT and the respective officers, directors, shareholders, members, agents, affiliates, servants, representatives, operators, and employees, in connection with the condition or

operation of the beach and equipment. 4. **PROMISE NOT TO BRING SUIT.** Participant, and Participant's parent or legal guardian (if Participant is a minor), agree(s) to not bring any claim against, sue, demand compensation from or attach the property or assets of SNTT and/or the respective officers, directors, shareholders, members, agents, servants, representatives, employees, assigns, successors and predecessors, or any of them, for any loss or damage arising or resulting directly or indirectly from Participant's participation in therapy and/or recreational activities or Participant's presence at the ocean, which are released and waived by the terms of this Agreement.

5. **ARBITRATION AGREEMENT.** Participant or Participant's legal guardian ("Participant") agree that any claim, dispute or controversy arising from or related to any injury to person or property which would otherwise require or allow resort to any court or other governmental dispute resolution forum between myself and SNTT or its owners, directors, officers, managers, members, employees, agents, and parties affiliated with it or acting on its behalf arising from, related to, or having any relationship or connection whatsoever with my involvement in SNTT, which is based on tort, contract, statutory, or equitable law, or otherwise, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. Sec. 1280 et. seq.), including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery; provided, however, that in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in California courts, the following shall apply and be observed: all rules of pleading (including the right to demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8. Resolution of the dispute shall be based solely upon California law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including, but not limited to, motions of "just cause") other than controlling law. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after issuance of the award, shall be subject to reversal and remand, modification, or reduction, following review of the record and arguments of the parties by a second arbitrator who shall, as far as permissible, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial.

**PARTICIPANT UNDERSTANDS BY AGREEING TO THIS BINDING ARBITRATION PROVISION, I GIVE UP MY RIGHTS TO TRIAL BY JURY. MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.**

6. **PHOTO, FILM & VIDEO RELEASE.** Participant or Participant's legal guardian ("Participant") grants Surf and Turf Therapy and each of their affiliates, subsidiaries, related entities, employees, agents and representatives involved in the management, operation, staging and/or promotion of the organization permission to use his or her name and likeness in a photograph, film or video during therapy and recreational services, for advertising, promotions, print media, internet media, website, film, etc., without payment or any other consideration (the "Materials"). Participant understands and agrees that the materials will become property of Surf and Turf Therapy and may not be returned. Participant hereby irrevocably authorizes Surf and Turf Therapy to edit, alter, copy, exhibit, publish or distribute the Materials for the purpose of publicizing, promoting and advertising surf therapy and recreational services, or for any other lawful purpose. In addition, Participant waives the right to inspect or approve the finished product, including written or electronic copy, wherein his or her name or likeness appears. Additionally, Participant waives any right to royalties or other compensation arising or related to the use of the Materials or his or her name or likeness. Participant hereby holds harmless and release and forever discharge Surf and Turf Therapy from all claims, demands, and causes of action which he or she, their heirs, representatives, executors, administrators, or any other persons acting on Participant's behalf or on behalf of Participant's estate have or may have by reason of this authorization and the use of the Materials whether for commercial gain or not.

Participant has signed this Agreement freely, voluntarily, and under no duress. I have read this agreement in its entirety and have a full understanding of the terms and conditions set forth herein. My signature is proof of my intention to execute a complete and unconditional waiver and release of all liability to the full extent of the law. I am either 18 years

of age or older and mentally competent to enter into this Agreement or, if younger than 18 years or, my parent or legal guardian has signed this Agreement on my behalf and with my consent.

7. **CONSENT TO DATA COLLECTION/RESEARCH.** Both surf therapy and hippotherapy are novel therapy techniques with minimal research supporting the use of these in treatment. Data collection and research is imperative to the growth and support of the profession. In order to help make these services proven and reputable therapeutic forms data collection and research is a priority. Data will be collected, analyzed and submitted for publication, as appropriate, on all participants in Surf and Turf Therapy treatment. No specific, identifying information (name, address, etc.) will be used without additional consent.

8. **COMPETENT TO EXECUTE THIS AGREEMENT.** In the event that Participant is not over eighteen (18) years of age, the person signing this Agreement hereby represents that he or she is a parent or legal guardian of Participant, with full rights of custody and control, and that he or she is authorized to execute this Agreement on Participant's behalf. If a parent or legal guardian of a Participant consents to the minor's use of Surf and Turf Therapy equipment and the minor's participation in recreational and therapeutic surf, water and beach activities by signing this Agreement, the undersigned parent or legal guardian agrees to assume all of the obligations of this Agreement on the minor's behalf.

9. **SEVERABILITY.** The terms of this Agreement shall be governed by and interpreted according to the laws of the State of California. If any provision of this Agreement is held to be in violation of California law, that provision may be severed from the Agreement and the remaining provisions of the Agreement shall remain in force.

10. **REPRESENTATION AND WARRANTIES.** Participant, and Participant's parent or legal guardian (if Participant is a minor), hereby warrant:

(a) I, THE UNDERSIGNED, HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH AND/OR PROPERTY LOSS OR DAMAGE. IN ADDITION, I ALSO UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF LIABILITY AND WAIVER OF CLAIMS.

(b) IF THIS AGREEMENT IS BEING SIGNED ON BEHALF OF A MINOR, I UNDERSTAND THAT THE MINOR IS ALSO GIVING UP IMPORTANT LEGAL RIGHTS, AND THAT I HAVE EXPLAINED THE TERMS OF THIS AGREEMENT TO THE MINOR.

(c) I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME.

(d) I HAVE BEEN GIVEN THE OPPORTUNITY TO HAVE AN ATTORNEY OF MY OWN CHOOSING REVIEW THIS AGREEMENT ON MY BEHALF.

NOTE: Participant, if Participant is under 18 years of age Participant's Parent or Legal Guardian, must sign this Agreement.

PARTICIPANT:

Name of Participant: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_