

GYPSEA LIFE SURF TRAVEL

RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT

I, _____, agree and acknowledge that surfing involves many inherent risks, dangers and hazards, including but not limited to, the use and operation of surfboards; impact of collision with surfboards including the fins and other attachments; skin irritations or abrasions; ear infections and injuries; impact to the beach and ocean floor; severe weather conditions; my ability to swim in dangerous ocean conditions; extreme water and air temperatures; the prevailing condition of the surf; undertow and tide; the possible existence of dangerous rocks, reefs, driftwood, logs, floating objects, and other hazards and obstructions, whether marked or unmarked in the area chosen for the surfing instruction; impact of collision with swimmers or other surfers or their surf-boards, whether or not caused by negligence of such swimmers or surfers; dangers involved in traveling to the surfing area including possible transportation provided by Gypsea Life Surf, and hazards involved in reaching the shoreline by foot; negligence on the part of Gypsea Life Surf or its staff. I freely accept and fully assume all such risks, dangers and hazards including the possibility of personal injury to myself or others, my death or the death of others, property damage or loss to my property or the property of others.

In consideration of Gypsea Life Surf agreeing to provide me with surfing locations and instruction, adventure sports that may include, horseback riding, zip-lining, boating, motorcycle or Quad riding, or any and all other activities that may be provided by or organized or arranged by Gypsea Life Surf (including transportation to and from the activities) (collectively, the "Services") as part of the surfing trips I have registered for with Gypsea Life Surf, I hereby agree as follows:

TO ASSUME AND ACCEPT ALL RISKS, DANGERS AND HAZARDS in connection with my use of and participation in the Services;

TO WAIVE ANY AND ALL CLAIMS that I may have against Gypsea Life Surf, their director, employees, representatives, and Laura Klees (all of whom are collectively referred to as "Gypsea Life Surf");

TO RELEASE Gypsea Life Surf from any and all liability for any loss, damage, injury or expense that I, or my next of kin, may suffer or incur as a result of my use of or participation in the Services due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF Gypsea Life Surf and Laura Klees; TO HOLD HARMLESS, INDEMNIFY, AND DEFEND Gypsea Life Surf from any and all liability for property damage, personal injury or death suffered by myself or by other as a result of my use of or participation in the Services;

THAT THIS RELEASE AND INDEMNITY AGREEMENT shall be effective and binding on my heirs, next of kin, executors, administrators, and assigns, in the event of my death;

TO OBEY all warnings, safety instructions, cautions and other notices provided to me by Gypsea Life Surf; and Gypsea Life Surf has the right to refuse to provide me with the Services if, in the sole opinion of Gypsea Life Surf, my swimming abilities, health or the prevailing weather conditions could render it dangerous or unsafe to me or to others for me to use such Services.

This agreement shall be governed, construed, and enforced in accordance with the laws of the State of California,

without regard to its conflict of laws rules.

I acknowledge that I have read section 1542 of the Civil Code of the State of California which, in its entirety, states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

I hereby waive any rights that I have under section 1542 of the Civil Code of the State of California (or any similar provision of the laws of any other jurisdiction that is applicable to this release) to the fullest extent that I may lawfully waive such rights pertaining to this agreement, and I affirm that it is my intention to release all known and unknown claims that I have against Gypsea Life Surf.

I ACKNOWLEDGE THAT I AM HEREBY ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT AND THAT I AM GIVING UP ANY LEGAL CLAIMS I HAVE AGAINST GYPSEA LIFE SURF BY SIGNING THIS AGREEMENT. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT KNOWINGLY, WILLINGLY AND VOLUNTARILY IN EXCHANGE FOR THE SERVICES DESCRIBED IN THIS AGREEMENT, WHICH SERVICES I AM NOT ENTITLED TO RECEIVE EXCEPT AS A RESULT OF SIGNING THIS AGREEMENT.

I agree that my signature on this agreement (whether electronic, digital, or wet signature) indicates my acceptance of the terms and conditions of this agreement.

Participant Signature

Participant Name

Date

MODEL RELEASE

In exchange for consideration received, I hereby give permission to Gypsea Life Surf and Laura Klees to use my name and photographic likeness in all forms and media for advertising, trade, and any other lawful purposes.

Participant Name:

Participant Signature:

Date: