

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Surf Ballard LLC

Releasor/Participant Name: _____

In consideration of being allowed to participate in the activity of standup paddleboarding and/or surfing, I the undersigned acknowledge, appreciate and agree that:

1. I understand that paddleboarding and surfing and swimming involve inherent risks, including but not limited to the risk of serious bodily injury, the possibility of permanent paralysis, and/or even death.

2. I have received, read and reviewed Surf Ballards "Terms and Conditions for Participation," and I agree to abide by them. Additionally, in the event that I observe any hazard which appears to be usual, significant or both, I agree to bring any observed potential hazard to the attention of an instructor immediately, and/or to cease participation.

3. I willingly agree to comply with the terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring attention to the nearest instructor immediately.

4. I, the undersigned, individually, and on behalf of my heirs, executors, personal representatives, successors and/or assigns (all of whom are herein individually and collectively referred to as "Releasor") do hereby release, acquit and forever discharge Andrew Drake, Jim Simpson, Washington Surf Academy LLC, Surf Ballard LLC, and any of their collective and individual, principals, administrators, agents, servants, employees, successors, assigns, including insurers, insurance agents, and insurance brokers (all of whom are individually and collectively referred to herein as "Released Persons and Parties") and any and all other persons, firms or corporations which are or might be liable to Releasor due to any act or failure to act of any Released Persons or Parties, of and from any and all claims, demands, suits, actions, damages, liabilities, costs and expenses, including claims or actions for contribution and/or indemnity of whatever nature, now existing or which may arise out of, directly or indirectly, any and all activities relating to Releasor's participation with Released Persons and Parties.

5. Additionally, and not by way of limitation, Releasor specifically agrees to hold harmless and indemnify Released Persons and Parties regarding any claims not liens of any third parties who pay medical expenses or any other benefits to or on behalf of Releasor as a result of any and all activities relating to Releasor's participation with Released Persons and Parties."

6. Releasor further represents that this "Release of Liability and Assumption of Risk" has been read, reviewed and considered by the undersigned Releasor, with adequate time, after careful and thoughtful reflection; and this release is freely given for reasonable consideration, including but not limited to, Releasor's desire to participate in activities and instruction by the Released Persons and Parties, understanding and accepting the risks associated therewith. This Release has been executed and delivered in the State of Washington and its validity, interpretation, performance and enforcement shall be governed by the laws of the State of Washington.

X _____
Participant's Signature Age Date

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINOR AGE (UNDER AGE 18)

Minors over the age of ten (14) are welcome to participate, upon the express written consent to release of liability on their behalf, through their parent or guardian.

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____
Parent/Guardian Signature Date Emergency Phone Number (s)

SURF BALLARD RULES AND GUIDELINES FOR SUP RENTAL

- The beach you are about to enter is a private beach with public access, therefore we need to adhere to the rules below if we are to continue to have this right to use it.
- Do not leave the boards on the beach, either laying down or leaning up against anything for any amount of time. If you're done paddle boarding please bring it back to the shop. You're welcome to enjoy the beach without the board.
- Thus you are only allowed to walk your board across the beach in/out of the water.
- Enter and exit only at the stairs and stay away from the condo building to the south.
- Do not leave boards leaning up against the wall blocking the path to the beach
- Do not go closer than 15 feet to the pilings with the gourd nests. There are endangered birds living in the nests.
- Please don't leave any trash and if you see any we have provided a trash can at the beach entrance.
- No dogs allowed