

Neutrility, Neutrility Surf Academy, Neutrility Surf Camps, Neutrility Surf Schools Release of Liability and Assumption of Risk Agreement

*****Caution*** Do not sign this document without reading it in its entirety. By signing this you give up important legal rights. Surfing is an athletic activity. Th participation involves certain risks. Please read and understand this document in its entirety prior to signing. This is a legal document and my signature is my acknowledgement of the contents of this contract. I will not sign this unless I fully understand it and agree to be bound to its contents.**

- 1. I know how to swim and maintain buoyancy in open water, the ocean and I am in good health and sound mind and body. My swimming skills are above that of a novice or beginner. I can keep my head above water without my feet or body touching the bottom for extended periods of time. I am in good physical and mental health. I am not under the influence of drugs, alcohol or other substances which may or could impair my swimming skills, surfing skills or ability to take or follow instruction. I am not pregnant and do not suffer from any skeletal, spinal, muscular defect of vision, hearing, balance impairment or any other physical impairment. I understand that forgoing representation as to my physical condition are being relied upon by Neutrility and it's instructors. I hereby agree to follow all the rules, instructions, regulations of Neutrility and its instructors while participating in class, it's camps, it's schools it's academy, it's lessons, it's camps or anything related to Neutrility or by renting or using Neutrility's equipment or my own equipment.**
- 2. I acknowledge that surfing may and can be a dangerous sport and I assume any and all risk while surfing on my own or under the instruction and guidance of Neutrility. I am fully aware ocean and open water activities in general can be dangerous and surfing specifically involved inherent risk. I may get hurt, get injured, damage any and all belongings, become sick or ill, become paralyzed, drown or possibly even die. Anything and all things could happen to me while surfing, swimming, working with or being instructed by Neutrility. I further acknowledge that I have voluntarily chosen to take surf lessons and use or rent equipment from Neutrility. All of the provisions and this entire contract implies for the minor, their parents and or guardians. If the individual is taking said lessons, instructions or is working with Neutrility in any fashion and is an adult or minor. I have as the parent or legal guardians voluntarily consented to such minor taking such lessons or using or renting equipment from Neutrility. I know and fully understand that surfing is a dangerous sport outdoor activity in an uncontrolled environment with inherent risks and hazards where serious accidents can occur. Participants can sustain injury, illness, sickness, property damage or even drown and die. I acknowledge and willingly and voluntarily assume any and all risk and hazards in surfing, beach related activities or anything else while working with**

Neutrility. In working with Neutrility in any and all phases of these activities from the training sessions till the conclusion of class, lessons or equipment use or rental period. This includes but is also not limited to loss of board control, collisions, falls from surfboards, malfunction of equipment, collision with anyone, any man made objects or natural objects, submersion in the water, encounters with animals of any kind, marine life, algae bacteria, extreme temperature, sun damage, including travel by foot, vehicle or any other method related to this or any activity while working with Neutrility and unavailability of appropriate medical attention. I understand and acknowledge the above list is not meant to be a complete or exhaustive and that other unforeseen or unanticipated risks known or unknown may also exist and result in injury, illness, sickness, disease, impairment, physical issues or even death! I fully understand that there are inherent risks involved in the sport of surfing and that injury and normal and ordinary occurrences, and I freely assume those risks. Surfing, surf lessons, surf camps, surf school, surf clinics are dangerous sports and activities with hazards such as and not limited to rocks, reefs, waves, surfboards, other surfers and surfboards, ocean life and rip currents, tidal surges, tidal waves and possible tsunamis. I fully recognize any and all such hazards and understand the nature and existence of inherent risks. In the event of injury or death to myself, my child, my dependent or others, I hereby release Neutrility its owners, employees and sponsors from any and all liability claims of personal injury claims, including accidental death and dismemberment. I further release city, state and federal officials and employees from any and all liability claims for personal injury, including accidental death, or property damage.

I HEREBY WAIVE MY RIGHT TO SUE NEUTRILITY, IT'S OFFICERS, IT'S PARTNERS AND IT'S INSTRUCTORS.

In consideration for Neutrility agreeing to provide me with surf instruction and equipment and or allowing me to participate in this class, lesson, school, camp academy, I agree that I shall not make claim or bring action against, Sue or hold responsible the county of San Diego, California Parks or Beaches, Towns or any or all cities within the state of California, Neutrility, the owners of Neutrility, officers, agents, employees, instructors, teachers, trainers, independent contractors, associates, affiliates and representatives (referred collectively in this agreement) as Neutrility. I will not expect, require or pursue them to be held accountable for anything what so ever, any losses, damages, illness, injury or death. I voluntarily agree to release, discharge, and hold harmless Neutrility and from any and all claims of liability even those arising out of their negligence, fault, recklessness or any act of omission which causes me damages and discharges Neutrility from any act of omission, excluding acts of gross negligence, in rendering or failing to render any type of rescue, emergency or medical services.

INDEMNITY: I further agree, to hold harmless, defend and indemnify Neutrility, any and all cities or towns within California and the state of California, including Oceanside,

California it's parks, beaches, ocean and open spaces from all defense costs, including attorney fees incurred in connection with any claim arising from the activities herein, including but not limited to those for bodily injury, wrongful death, or property damage whether caused or sustained by myself or anyone else and any minor under the age of 18 on whose behalf I am signing or which I may have cause to spectators or other third parties whether negligent or not in the course of my participation in this activity. In the event, of any actions regardless of where venue lies, any such actions shall be filed in the state, federal, international, cities, counties or towns within California and their legal systems. In the event that any action is files other then in the state Court of San Diego County, California it shall be moved to the state Court of San Diego County on a motion and at the option of Neutrility.

TRANSPORTATION RELEASES: I hereby give permission to any and all authorized representatives and or those participating or parents of minors participating in any and all activities at Neutrility and or it's contracted drivers for provide possible transportation on an authorized or unauthorized vehicle, parent, instructor or affiliates of Neutrility for myself, my child to be transported while working with Neutrility. I do hereby indemnify and hold harmless Neutrility and it's administrators, partners, employees, parents, friends, siblings, independent contractors or affiliates and persons transporting myself or my child for any claim arising out of injury or accident or incident in the course of providing transportation for my child or myself.

PERMISSION TO OBTAIN MEDICAL ASSISTANCE: In the event of injury, illness, ickness, emergency, accident of other harm sustained by me (or by the minor on behalf I'm signing this document), I hereby give permission to obtain medical assistance, in which event I hereby make the same releases and waivers in Neutrility favor as I have otherwise made in this agreement in connection with any such medical assistance sought or not sought. In addition the expenses for any such medical emergency shall be my sole responsibility and not that of Neutrility. In the event that I cannot be reached in a medical emergency. I hereby give permission to the physician, hospital, urgent care, lifeguard, medical aide or staff selected by Neutrility to secure proper treatment for my myself, my child or my dependent. I further accept responsibility that my child, my dependent or myself are physically able to participate in any and all Neutrility activities.

Promotional Use of Images: I hereby agree Neutrility may use film, video, photographic records of this surfing class, instruction, lesson, camp, clinic or school for it's promotional use with out compensating me or my minor. Photos or videos taken may or may not be used for promotional purposes. I consent to the use of my name, my minors name, images and likeness for such use in any website, media known or not known.

I have read this document in its entirety and it is my intention that it is broadly and narrowly construed in favor of Neutrility in the event of any ambiguities, which shall be resolved in Neutrility's favor. I understand that I or on behalf of my minor child am

assuming any and all risk inherent with this surfing activity or anything associated with Neutrility. I understand that I or my minor maybe injured, become ill, sick, become dismembered or even die as a result of surfing or working with or at Neutrility. I fully understand and comprehend this document in it's entirety. I understand that this is a release of any and all claims. I understand that this entire agreement between me, my minor or any one involved with or working with Neutrility including other class members and that no representations have been made to me by Neutrility outside this agreement. I voluntarily sign my name and my minors name as evidence of my exceptance of all the provisions within and or outside this agreement. I voluntarily sign my name or my minors name as evidence of my exceptance of all the provisions in this release and my agreement to be bound by them and this contract.

Name of Participant:

Name of parent or guardian (in case of minor participant):

Signature:
