

# SURF SIMULATOR RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with use of Surf Simulator Equipment and Related Activities

Surf Simulator Location: \_\_\_\_\_

I, \_\_\_\_\_ *Please Print First Name, Middle Name and Last Name* \_\_\_\_\_, do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with surf simulating activities to which I am about to engage, including but not limited to:

- 1) The rotation and bucking movement of the Surf Simulator which will cause me to fall off of the surfboard in an uncontrollable manner;
- 2) The changing condition of the equipment used during surf simulating, the ground surface, and the speed and movement of the surf simulator;
- 3) Inclement weather, lighting, variances and extremes of wind, weather and temperature;
- 4) My sense of balance, physical condition, ability to ride and hold on or follow directions;
- 5) The presence of insects and flying life forms;
- 7) Equipment failure or operator error;
- 8) Heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration;
- 9) Fatigue, chill and / or reaction time and increased risk of an accident

I understand that the above described risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, Interactive Playgrounds' employees seek safety but they are not infallible. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions and the equipment being used might malfunction.

**I specifically acknowledge that I am at least four feet tall** and that I have read, understand and agree to abide by all surf simulator instructions at all times, and that I have been trained in the safe use of the surf simulator equipment to my complete satisfaction, and I am physically/mentally able to participate in the activities to which I am about to engage.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I might aggravate or cause myself.

**I specifically waive any defense insofar as this contract is concerned that may arise as a result of any law and / or regulation or policy that may impact its enforceability.**

In consideration of being allowed to participate in the above-described activities, as well as the use of any of the facilities and the use of the equipment of the below listed releasees, I hereby agree as follows:

**1) To waive and release any and all claims based upon negligence, active or passive, with the exception of intentional or willful misconduct that I may have in the future against all of the following named persons or entities herein referred to as releasees:**

**Interactive Playgrounds Inc.**

2) To release the releasees, their officers, directors, employees, representatives, agents, subcontractors and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise, with the exception of intentional or willful negligence. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, property damage or loss of life that may occur as a result of engaging in the above activities.

3) By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

**I hereby declare that I am of legal age and am competent to sign this Agreement or, if not of legal age, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.**

**I have read this Agreement, understand it, and I agree to be bound by it.**

\_\_\_\_\_  
Signature of Adult Participant  
**OR**

\_\_\_\_\_  
Signature of Parent or Guardian if Participant  
is a Minor, and by their signature, they on my behalf  
release all claims that both they and I have.

\_\_\_\_\_  
Name of Adult Participant (Please Print)

\_\_\_\_\_  
Name of Parent or Guardian (Please Print)

\_\_\_\_\_  
Name of Minor (Please Print)

Date: \_\_\_\_\_

Date: \_\_\_\_\_