

Walking on Water Liability Release Form

Express Assumption of Risk, Complete Waiver and Agreement Not To Sue And Indemnity Agreement

READ THIS AGREEMENT CAREFULLY!

This Express Assumption of Risk, Complete Waiver and Agreement Not to Sue and Indemnity Agreement dated as of **(Date)** _____, is made by and between Bryan Jennings, an individual doing business as Walking on Water, his or its past and present agents, partners, associates, owners, stockholders, subsidiaries, affiliates, directors, officers, employees, predecessors, successors, heirs, assigns, representatives, attorneys, and all persons acting by, through, under, or in concert with him or it (collectively Walking on Water), and **(Participant's Name Here)** _____ for himself, his agents, partners, associates, successors, heirs, assigns, representatives, attorneys, and all persons acting by, through, under, or in concert with him who may otherwise be known in this Agreement individually as Party and collectively as parties.

In return for the services to be provided by Walking on Water including without limitation surfing lessons, surf camps, mission trips snowboard/ski camps, team training, and surf contest, Participant:

- (1) Assumes any and all risks involved in or arising from participant's activities including without limitation the risks of death, bodily injury, or property damage resulting from Walking on Water Activity, collision with another surfer/skier/snowboarder, or other object or person, weather and surf conditions, the presence of unseen or hidden underwater objects, fire or explosion, the unavailability of emergency medical care, or the negligent act of another person;
- (2) Releases Walking on Water from and Agrees Not TO Sue Walking on Water on account of or in connection with any and all claims, liabilities, demands, obligations, causes of action, damages, losses, costs and expenses, including without limitation attorney's fees, of any nature whatsoever, know or unknown, fixed or contingent, whether or not caused by the negligence or other fault of Walking on Water; including strict product liability or any other liability without fault:

Initial _____

- (3) Waive the protection afforded by any statute or law in any jurisdiction (e.g., California Civil Code S 1542) whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release;
- (4) INDEMNIFY AND DEFEND Walking on Water against, and hold it harmless from any and all claims, liabilities, demands, obligations, causes of action, damages, losses, costs, and expenses, including without limitation attorney's fees, of any nature whatsoever, know or unknown, fixed or contingent, whether or not caused by the negligence or other fault of Walking on Water which in any way arise out of or result from surfing, snowboarding, skiing, collision with another surfer or other person, weather, and surf conditions, the presence of unseen or hidden underwater objects, fire or explosion, the unavailability of emergency medical care, or the negligent act of another person and;
- (5) PAY for any and all damages caused by Participant, negligently, willfully, or otherwise.

I understand that Walking on Water is relying on this Agreement to provide the Surfing Services that it will provide and would not provide such services if I did not execute this Agreement.

I have read and understand this Agreement. I understand that by making this Agreement, I surrender valuable rights. I do so freely and voluntarily. I further certify that I have received a copy of this Agreement.

Signature of Guardian and Camper _____ **Date:** _____

Name: _____ **Address:** _____

City/State/Zip: _____ **Age of Participant:** _____

CONSENT OF PARENT OR GUARDIAN

In consideration for the Walking on Water Programs to Participant:

I, **(Parent Signature)** _____, Parent or Guardian of Participant, a minor, do hereby agree both on behalf of myself and Participant and his and my agents, partners, associates, successors, heirs, assigns, representatives, attorneys, and all persons acting by, through, under, or in concert with him or me to all of the terms and conditions set forth in the above Agreement. I have read and understand this Agreement. I understand that by making this Agreement, I surrender valuable rights. I do so freely and voluntarily. I further certify that I have received a copy of this Agreement.

Signature of Guardian _____ **Date:** _____

Name: _____ **Address:** _____

City/State/Zip: _____

