

101 Surf Sports Release of Liability

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of 101 Surf Sports equipment and my participation in kayaking, stand up paddle boarding, efoiling, surfing, foiling, or any other activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of 101 Surf Sports; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, safety issues, Bay, river and canal route locations, water level, risks of falling out of or drowning while in a kayak, on a stand up paddleboard, foiling, surfing, efoiling and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor, or recreational environment; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether causes in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of 101 Surf Sports, or by any other person. I also understand that my personal property may become damaged during the transportation, operation, and use of 101 Surf Sports equipment or services.

I, on behalf of myself, my personal representatives, and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify 101 Surf Sports and its owners, agents, officers, and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my use of outdoor sporting equipment, rentals, or my participation in kayaking, stand up paddle boarding, surfing, foiling, efoiling, or any other activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, or employees of 101 Surf Sports. The venue for any dispute arising out of this agreement or otherwise involving parties, including 101 Surf Sports or its agents, shall be in the courts of Marin County, California. You hereby agree to participate in binding arbitration under the auspices of the American Arbitration Association.

I HAVE READ AND UNDERSTAND THE ABOVE WAIVER AND RELEASE OF LIABILITY, AND BY SIGNING IT AGREE TO ITS TERMS AND CONDITIONS. I hereby acknowledge and agree to exempt and release 101 Surf Sports from any liability arising from personal injury, property damage, or wrongful death, whether caused by negligence or any other reason.

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____

If under 18, parents or legal guardians must sign below.

Print Name: _____ Signature: _____ Date: _____ Signing for:

Are you interested in joining the 101 Surf Sports email newsletter? ____ Yes ____ No

Email address: _____

