

## Acknowledgement of Risks, Assumption of Risks and Responsibility and Release of Liability

1. **Statement of Risks:** There is a significant element of risk in any adventure, sport or activity associated with water sports, the outdoors, the presence or use of motorized watercraft and activities incidental thereto (referred to herein as "activity"). Although Surf787 has taken reasonable steps to provide you with appropriate equipment and/or skilled staff so that you can enjoy the activity for which you may not be skilled, the activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to equipment, cause accidental injury, illness or in extreme cases permanent trauma or death. Surf787 does not want to frighten you or reduce your enthusiasm for the activity. Surf787 does think it is important for you to know in advance what to expect and to be informed of the possible risks.

2. **Acknowledgement of Risks:** I, \_\_\_\_\_  
the undersigned, acknowledge and agree that the following describes some, but not all of the risks of participating in the activity: 1) Changing water flow, tides, currents, wave action and ship wakes; 2) Collision with any of the following: other participants, the interior of the watercraft in which I/we are riding or any other portion of said craft, other watercraft, and mad made or natural objects; 3) Inclement weather, lightning, variances and extremes of wind, weather or temperature; 4) Injury or accident due to a lack of my sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 5) Collision, capsizing, sinking or hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; 6) Injury or accident getting in and out of the craft; 7) Injury or accident during travel, including travel to or from the activity; 8) Equipment failure or operator error; 9) The presence of and interaction with insects and marine life forms; 10) Heat or sun related injuries or illness including sunburn, sunstroke or dehydration; 11) Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident; 12) Illness or injury caused by food and water.

I AM (WE ARE) AWARE THAT THE ACTIVITY MAY ENTAIL RISKS OR INJURY OR DEATH. I/WE UNDERSTAND THE DESCRIPTION OF THESE RISKS IS NOT COMPLETE AND THAT UNKNOWN OF UNANTICIPATED RISKS MAY RESULT IN INJURY, ILLNESS, OR DEATH AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY.

3. **Express Assumption of Risk and Responsibility:** I/we agree to assume responsibility for the risks of the activity identified herein and those risks and activities not specifically identified. My/our participation in the activity is purely voluntary. No one is forcing me/us to participate. I/we verify that I am/we are physically fit, not under the influence of alcohol or any rugs at this time and sufficiently qualified, trained and capable to participate in the activity. I/we assume full responsibility for myself and any of my minor children for whom I am/we are responsible, for any bodily injury, illness, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity.

I/we assume the risk(s) of personal injury, accidents, and/or illness, including but not limited to sprains, torn muscles, and/or ligaments, fractured or broken bones, eye damage, cut wounds, scrapes, abrasions and/or contusions, dehydration, heat exhaustion and heat stroke, drowning, oxygen shortage (anoxia), sun exposure, head, neck and/or spinal injuries, bite or attack by an animal, insect or marine life, allergic reaction, shock paralysis or death.

I/we elect to participate in the activity in spite of the risks. I am/we are responsible for protecting my skin and eyes from the elements. This is a basic safety precaution and is required.

4. **Covenant of Good Faith:** I/we recognize that Surf787, a provider of service, will operate under a covenant of good faith and fair dealing. I/we recognize that Surf787 may find it necessary to terminate the activity due to conditions of nature, medical necessities or other problems; and that Surf787 may terminate the participation of any person Surf787 judges to be incapable of meeting the rigors or requirements of participating in such actions for my safety and/or the safety of other participants.

- 5. Authorizaton:** I/we hereby authorize any medical treatment deemed necessary in the event of any injury I/we may incur while participating in the activity. I/we either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

I/we agree that any film or photographs or me/us as participants become the property of Surf787 and may be used for promotions or commercial purposes.

- 6. Release:** In consideration of services or property provided, I, for myself, and any minor children for whom I am/we are parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns that: Surf787 its principles, directors, officers, agents, employees and volunteers, their insurers and each and every landowner, municipal and/or government agency upon whose property an activity is conducted ("owner") and their insurers, if any, SHALL HAVE NO LIABILITY OF ANY NATURE FOR ANY AND ALL DAMAGE TO ME AND OTHER PERSONS OR PROPERTIES as a result of my/our participation in the activity. The release includes any acts, omissions or negligence of the "owner", the operator, or any other persons (including myself) or any entity, their agents, employees, joint ventures, servants and their insurer(s) and I/we hereby release and discharge the owner and operator, their employees, agents, servants, and assigns and the insurer(se), if any, for any such damage.

- 7. Conflict of Law:** In the event that I file a lawsuit against Surf787, I agree to do so solely in the territory of Puerto Rico, and I further agree that the substantive law of Puerto Rico shall apply in that action without regard to the conflict of the rules of that territory.

- 8. Severability:** If any term, clause or provision of this Acknowledgement and Assumption of Risks and Responsibility, and Release from Liability Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, the and in any such event, it is the express intention of the parties that the remainder of this agreement, or the application of such term, clause or provision other than to

those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Acknowledgement and Assumption of Risks and Responsibility and Release from Liability Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by the law.

- 9. Attorney's Fees:** Should Surf787 or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 10. Pay:** I/we agree to pay for damages incurred while in my possession for any and all equipment I am/we are using without the supervision of an instructor. I agree to pay for any and all damages to any property or indemnitee caused by my negligence, willfully or otherwise.

I/we have read the Acknowledgement of Risks, Assumption of Risks and Responsibility and Release from Liability. I/we understand that by signing this document I am/we are expressing my/our intent to waive valuable legal rights including any and all rights I/we may have or now have against the owner, the operator, or their employees, agents, servants or assigns.

X \_\_\_\_\_ AGE \_\_\_\_\_ DATE SIGNED \_\_\_\_\_  
PARTICIPANT SIGNATURE