

Participant agreement, Release and Assumption of risk

Please read and be certain you understand the implications of signing

In consideration of the risk of injury while participating in surfing, windsurfing, kitesurfing or stand up paddleboarding (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Funseekers inc, located at PO Box 1143, Wellfleet, Massachusetts 02667, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, for any physical or psychological injury, including but not limited to illness paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned Activity and I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or other's negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity.

I agree to indemnify and hold harmless Funseekers Inc against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Funseekers Inc incurs any of these types of expenses, I agree to reimburse Funseekers Inc.

I acknowledge that Funseekers Inc and their directors, officers, volunteers, representatives and agents are not responsible for errors and omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Funseekers Inc.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, conditions of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers, of the event and lack of hydration.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the participant, _____, and Funseekers Inc agree that this Agreement is clear and unambiguous, as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, and that I fully understand its content. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Adult Participant's Name: _____ Signature: _____ Date: _____

Address: _____ Email: _____

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian. I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian name: _____ Signature: _____ Date: _____

Emergency contact name and number: _____

