

Cinnamon Rainbows Surf CO., LLC
Surf Waiver

Liability Waiver and Release

Warning: Please read the agreement carefully! By agreeing to this Liability Waiver and Release Agreement (the "agreement"), you will waive certain legal rights in accordance with this Agreement and as provided by law.

Acknowledgement of Risk: I understand and acknowledge on behalf of myself and/or any minor children for whom I am responsible, that certain risks are typically involved with any aquatic activity, including but not limited to collisions, falls, drowning, and equipment failure; that I and/or my minor child may suffer accidents or illnesses in remote places where there are no available medical facilities; and that no warranty of any kind, express or implied, is being made. I also realize that participation in any aquatic activity, including but not limited to surfing, body boarding, paddle boarding, and other related aquatic activities (collectively, "Activities") can result in personal injury, accidents and/or illness including but not limited to broken bones, head injuries, paralysis, serious injury and/or death, as well as damage to or loss of personal property. I acknowledge on behalf of myself and/or my minor child that I have been fully advised of the dangers inherent in participating in the above-mentioned Activities.

Express Assumption of Risk and Responsibility: In consideration of being able to participate in the Activities. I, for myself and any minor children for whom I am a parent, confirm that I and/or my minor child are physically and mentally capable of participating in full in the Activities. I and/or my minor child participate willingly and voluntarily in the Activities and voluntarily assume full responsibility for personal injury, accidents, or illness including death, as well as damage or loss of personal property. I am aware that there is a risk of negligence by CINNAMON RAINBOWS SURF CO., LLC ("Released Party"), and/or each of its officers, directors, agents, employees, agents, volunteers or assigns (collectively, "Agents"), including the failure by the Released Party and/or its Agents to safeguard or protect me/us from the risks, dangers and hazards associated with participating in the Activities and possibility of loss, personal injury or death resulting therefrom.

Release: In consideration of participating in the Activities, I, on behalf of myself and/or my minor child, hereby agree as follows:

1) To waive any and all claims, liabilities, actions, damages, penalties, suits, costs or expenses of any nature whatsoever, in law or equity (collectively, "Claims"), that I and/or my minor child has or may in the future have against the Released Party and/or its Agents, and to release the Released Party and its Agents from any and all Claims that I and/or my minor child may suffer or that my next-of-kin may suffer as a result of my participation in any of the Activities, to the extent provided by law.

2) To hold harmless and indemnify the Released Party and its Agents, from any and all Claims relating to any property damage or personal injury to any third party resulting from my participation in the Activities. The Liability Waiver and Release Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

This Agreement shall be governed by and interpreted solely in accordance with the laws of the State of New Hampshire and no other jurisdiction.

By Signing the Agreement, I acknowledge and represent that:

- (1) I have read the above waiver and release, understand it, and sign voluntarily;
- (2) I am over 18 years of age and am of sound mind;
- (3) I have no know physical or mental condition that would increase the likelihood of serious injury from such participation; and
- (4) In case of emergency, I give permission to have myself and/or my minor child taken to and treated at the nearest available medical facility.

If the participant is a minor, the undersigned parent or legal guardian warrants and represents that this agreement, its significance and the assumption or risk, has been explained to and understood by the minor child or ward. I hereby declare, under penalty of perjury, that I am the parent or legal guardian of the named participant.

RELEASE OF TOWN OF RYE BY PARTICIPANTS FOR BEACH PERMIT ACTIVITIES

Lesson, Rental or Event: Cinnamon Rainbows Surf Co. lesson, rental or surf camp

Date of Lesson, Rental or Event: Summer Seasons

Sponsor: Cinnamon Rainbows Surf Company

Sponsor's Address: 931 Ocean Boulevard, Hampton, NH 03842

In consideration for permission to take lessons, rent equipment or participate in the above event which will be held at beaches in the Town of Rye, for myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest, I hereby release the Town of Rye, its officers, employees, and agents from any and all claims, actions, lawsuits, administrative proceedings, liability loss or damage, including but not limited to bodily injury, illness, death or property damage (i.e. claims) arising out of or in any way related to my participation in: a Private Lesson, Rental or Surf Camp.

And streets for the event or any acts or omissions whatsoever of the Town, its officers, employees and agents related to my participation in the said: Private Lesson, Rental or Surf Camp, or to my use of beaches in the Town of Rye for the event arising out of negligence, fault, breach of warranty, products liability or strict liability of the Town, its officers, employees and agents or third parties, whether such negligence, fault, breach of warranty, products liability or strict liability is sole, joint or several.

I also hereby agree to abide by all town requirements regarding beach use, including, but not limited to:

- 1) Obey all lawful orders of Beach Lifeguards, Beach Commissioners, or Police Officers;
- 2) Not surf when beaches are closed to surfing by the Town of Rye due to weather/safety conditions;
- 3) Use a leash at all times; and
- 4) Stay at least 50 feet away from all swimmers and Lifeguard-protected swimming areas.

This release includes a release from any and all such claims which might be made by members or my immediate family or their heirs, executors, administrators, legal representatives, assignees and successor's interest.

Participants Name
(PRINT)

Participant/Guardian Signature
(Guardian signature required for minors)

Date

This release form must be signed by all event participants, retained by the Beach Permit Applicant for a period of at least one year, and provided to the Town of Rye upon demand.