

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the Sugar Surf Cape Cod activity ("Activity") I, _____ for myself for personal representatives, assigns, heirs, wards, and next of kin:

ACKNOWLEDGE, agree, and represent that I understand the nature of Sugar Surf Cape Cod Activities and that I am qualified, in good health, in proper physical condition, and I have not been advised otherwise to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. Additionally, I authorize medical treatment at my cost, if the need arises; however, I acknowledge that the Released Parties will have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

FULLY UNDERSTAND THAT: (a) Sugar Surf Cape Cod activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("Risks"); (b) these Risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the "Releasees" named below; (c) there may be other risk and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation or that of the minor in the Activity.

GRANT the Released Parties the right to photograph, record and/or videotape me personal representatives, assigns, heirs, wards, and next of kin and further to display, edit, use and/or otherwise use my or personal representatives, assigns, heirs, wards, and next of kin's name, face, likeness, voice, and appearance in all media, whether now known or hereafter devised, (including, without limitation, in computer or other device applications, online webcasts, television programming, films, newspapers, and magazines) and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, or promotional purposes, including, without limitation, publication, without compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the released parties for any claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Katherine Lee Weeks, Sugar Surf Cape Cod, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant Name: _____

Parent/ Guardian Name: _____

Parent / Guardian signature: _____

Date: _____