

## ASSUMPTION OF RISK, RELEASE AND LIABILITY WAIVER

**This Event may involve serious risk of injury. I understand that by signing this form, I am giving up the right to sue if I am injured while participating in this Event. Parents/Guardians of minors under 18 must sign this form and the attached Parental Consent.**

As lawful consideration for being permitted by Boardriders, Inc. and/or any of its affiliated entities (collectively, "Boardriders") to participate in and/or attend ("Participate") the Quiksilver King of the Peak event to be held on November 4-12, 2017, at Sebastian Inlet, Florida (together with the ancillary and related activities, the "Event"), I agree to this Assumption of Risk, Release and Liability Waiver (this "Release") as follows:

1. **I Understand The Risk Involved In Participating In The Event.** I, \_\_\_\_\_, am \_\_\_\_\_ years old and I will / will not [CIRCLE ONE] Participate in the Event under the custody, control and care of my parent or legal guardian. **I understand that the activities involved in the Event are physically and mentally intense.** I represent that I am physically fit, in good health, and have no physical or mental problems which would hinder me in any of such activities. I am sufficiently trained and experienced enough to understand the risks involved in the Event.
2. **I Assume The Risk Of Injury By Participating In The Event.** I understand and accept that participating in the Event may involve dangerous activities and may involve the danger of encountering known and unknown risks, including the significant risk of **SERIOUS BODILY INJURY, illness, disability, emotional trauma, damage to property and DEATH** ("Injuries"). I expressly and voluntarily assume full responsibility for these risks from any cause including, without limitation, negligence, gross negligence, defective products, unknown obstacles, equipment malfunction, inadequate training, failure to supervise and failure to warn of potential risks. I understand that these risks may be caused by Boardriders, other participants, myself or other third persons.
3. **I Understand Boardriders Can Disqualify And / Or Restrict My Participation.** I agree at all times during the Event and during any Event-related activities to maintain my behavior in accordance with all applicable laws, regulations, and/or policies and generally accepted social practices. I understand and agree that Boardriders has the right, in its sole discretion, to disqualify and/or remove me from or restrict my participation in the Event or any Event-related activities at any time or decline to award me any prize or other benefit: (i) if my behavior at the Event or any Event-related activities at any point is disruptive, may or does cause damage to person, property or the reputation of Boardriders; (ii) my behavior at the Event or any Event-related activities violates any applicable laws or policies; (iii) if upon information and belief based on my past behavior, act or omission, Boardriders determines that I may be disruptive or cause damage to person, property or the reputation of Boardriders; or (iv) for any other reason in Boardriders' sole discretion.
4. **Liability Waiver, Release And Promise Not To Sue.** I, (and, if applicable, my Parent as defined in the attached Parental Consent Form) on behalf of myself and each of my successors, heirs and assigns, **unconditionally and irrevocably waive liability, release, promise never to sue, forever discharge and relinquish any and all rights, claims, demands, suits, actions, losses, damages, costs and expenses, including attorneys' fees and costs** (collectively, "Claims"), that I may incur or have against any of Boardriders, Inc., each affiliate (including, without limitation, direct and indirect parents and subsidiaries) of Boardriders, Inc., each of its and their Event production companies, landowners/lessors of the Event locations, hosts, sponsors and/or advertisers, and the respective owners, officers, shareholders, directors, employees and agents of the foregoing (collectively, the "Released Parties"), arising from or related in any way to my participation in the Event, including, without limitation, any Claims arising from or related to: (i) the actions or omissions of any of the Released Parties, other participants, spectators or other third parties; (ii) the inadequacy of any training or supervision; (iii) failure to investigate, keep safe or to warn of hazards known or unknown; (iv) any defect in or failure of the operation, installation, maintenance, manufacture, and/or design of any equipment, stage sets, or wardrobe; (v) the conditions on or about the Event premises; (vi) the breach of any implied or express warranty and/or representation of any of the Released Parties; (vii) transportation; (viii) weather condition; and/or (ix) any other operations associated with the Event, and, with respect to each of the foregoing, whether based on tort (including, without limitation, acts of negligence and gross negligence), contract or any other theory or recovery in law or equity, whether for compensatory or punitive damages, equitable relief or otherwise, and whether now known or unknown, suspected or unsuspected (all of the foregoing shall be collectively referred to as the "Released Claims").

5. **Waiver Of Unknown Claims.** I hereby acknowledge that I have read Section 1542 of the California Civil Code (and any equivalent applicable law of the State in which this document is signed), which provides that: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH DEBTOR.” I further acknowledge that Section 1542 gives me the right not to release existing claims of which I am not now aware unless I voluntarily choose to waive this right and, having been so apprised, I nevertheless hereby voluntarily elect to and do waive the rights described in Section 1542, and elect to assume all risks for claims in my favor, known or unknown.
6. **Indemnity.** On behalf of myself and each of my successors, heirs, and assigns, I (and, if applicable, my Parent) agree to defend (at Boardriders’ request), indemnify and hold harmless each of the Released Parties from and against any and all Released Claims, and any and all third parties’ Claims, arising from or in connection with: (a) any breach or alleged breach of this Release; (b) my participation in the Event, including, without limitation; (i) any Injuries to me; (ii) any Injuries to third parties directly or indirectly arising from my participation in the Event; and (iii) and any other loss or damage that I may directly or indirectly cause to any real or personal property.
7. **Consent To Medical Care.** I (and, if applicable, my Parent) authorize each of the Released Parties to call for medical care for me to transport me to a medical facility at my expense if medical attention is needed. I (and, if applicable, my Parent) also authorize a physician or other medical provider or facility to provide me with any emergency medical/surgical care. I (and, if applicable, my Parent) acknowledge and agree that none of the Released Parties is under any legal obligation to render assistance to me.
8. **Boardriders Owns The Exclusive Right To Use My Name And Likeness From This Event.** I irrevocably grant to Boardriders, Inc., its affiliates, and each of their licensees, successors and assigns and each of the authorized photographers acting on their behalf, without additional compensation, the unrestricted right to videotape, film, portray and photograph me and my actions and record my voice and other sound effects while I am present at the Event. I irrevocably grant to Boardriders, Inc., its affiliates, and each of their licensees, successors and assigns the exclusive, royalty-free and perpetual right and license to use my name, image, likeness, voice and biographical information for any purpose, in any form, and in any manner, including, without limitation, in connection with the distribution, advertising, promotion, commercial tie-in or other ancillary exploitation of the Event, and any entertainment programming related thereto, in whole or in part, in all media and by all means now known or developed in the future and in all languages, throughout the universe in perpetuity, without further notice, compensation, consideration, review, or consent, and without regard to moral rights, unless prohibited by law. I acknowledge and agree that my participation in the Event along with any photographs, video footage or other recordings I may capture while participating in practice for or competition during the Event (the “Proceeds”) will be deemed a “work-made-for-hire” specially commissioned by Boardriders, Inc. within the meaning of all applicable laws and, accordingly, I further acknowledge and agree that Boardriders, Inc. will be the sole and exclusive owner of the Proceeds for all purposes, free and clear of any encumbrances. To the extent necessary to vest all right, title and interest in the Proceeds in Boardriders, Inc., I hereby irrevocably assign to Boardriders, Inc. all of my right, title and interest of every kind or nature which I may have or hereafter acquire in the Proceeds. If I receive any print, negative, tape or other copy of the Proceeds or the Event, I will retain it for my personal use only, and will not license or authorize its use by anyone else for commercial or private purposes.
9. **Florida Law Applies.** This Release, including the Parental Consent, Assumption of Risk, Release Liability Waiver and Guarantee (“Parental Consent”) attached hereto, shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to the principles of conflicts or choice of laws.
10. **Arbitration.** I (and, if applicable, my Parent) unconditionally and irrevocably agree and on behalf of myself and each of my successors, heirs, and assigns that, all disputes arising out of or relating to this Release or to the Claims, including without limitation, all claims based in contract or tort, shall be submitted to arbitration and resolved by a single arbitrator (who shall be a retired judge) in accordance with the Commercial Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc. (“JAMS”) then in effect. In addition, all questions regarding the arbitrability of the dispute, including whether I have agreed to arbitrate the dispute, shall be decided by such arbitration. Any arbitration shall take place at the JAMS office located in or closest to Santa Monica, California. I irrevocably and unconditionally consent to personal jurisdiction in California and venue in Los Angeles County in any action, including without limitation petitions to compel arbitration and to enforce any arbitration award, concerning a dispute

between the parties relating to this Release. Judgment on the arbitrator's award shall be final and binding, and may be entered in any competent court.

11. **Severability.** This Release, including the Parental Consent attached hereto, will be binding to the fullest extent permitted by law, and will be binding upon each of my heirs, successors and assigns. If any provision of this Release, including the Parental Consent attached hereto, be held to be invalid, illegal or unenforceable, such provision will be curtailed and limited only to the minimum extent necessary to comply with applicable law, and the validity, legality, and enforceability of the remaining provisions of this Release will not in any way be affected or impaired thereby.

**I acknowledge and understand that this Release is an important legal document and by signing this document I am waiving substantial legal rights I may otherwise have to recover damages for Injuries or losses, and sign it voluntarily and without inducement of any nature and intend for it to be enforced to the greatest extent allowed by law. I am 18 years of age or older, or I am less than 18 years of age and I have had the Parental Consent executed by my parent or legal guardian (attached hereto as Exhibit A).**

Executed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Signature of Participant: \_\_\_\_\_

Name of Participant (please print): \_\_\_\_\_

Home Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Emergency Contact Name/Telephone Numbers: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Name of Parent/Guardian (please print): \_\_\_\_\_

Exhibit A

PARENTAL CONSENT, ASSUMPTION OF RISK, RELEASE, LIABILITY WAIVER AND GUARANTEE

NOTICE TO THE MINOR CHILD'S  
NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF BOARDRIDERS, INC., ANY OF ITS AFFILIATES AND/OR ANY OF THE OTHER RELEASED PARTIES USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM BOARDRIDERS, INC., ANY OF ITS AFFILIATES AND/OR ANY OF THE OTHER RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND BOARDRIDERS, INC., ANY OF ITS AFFILIATES AND/OR ANY OF THE OTHER RELEASED PARTIES HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I hereby certify that I am the parent or legal guardian ("Parent") of \_\_\_\_\_, a minor who is \_\_\_\_\_ years old ("Minor"). In consideration of Minor being permitted to participate in the Boardriders Event, and for me to be a spectator at all Events at which Minor Participates, I, the undersigned on behalf of Minor, myself and my spouse or domestic partner, my heirs, executor, administrators, and assigns and legal representatives, agree to this Parental Consent, Assumption of Risk, Release, Liability Waiver and Guarantee (this "Parental Consent") as follows:

1. **Consent And Assumption Of Risk.** I understand and accept that Minor's participating in the Event may involve dangerous activities and may involve the danger of encountering known and unknown risks, including the significant risk of SERIOUS BODILY INJURY, illness, disability, emotional trauma, damage to property and DEATH (collectively, "Injuries"). I hereby consent to Minor's participation in the Event and I hereby assume, on behalf of Minor, myself and my spouse or domestic partner, full responsibility for all these risks from any cause, including without limitation, negligence, gross negligence, defective products, unknown obstacles, equipment malfunction, inadequate training, failure to supervise and failure to warn of potential risks.
2. **Agreement On Behalf Of Minor To Terms Of Release, And Guarantee Of Performance.** I agree on behalf of Minor to all the terms, conditions, obligations and covenants of the Release. I hereby unconditionally and irrevocably give my unconditional and express consent and approval to the execution by Minor of the Release and acknowledge that Minor and Parent have read, understood and are familiar with each and all of the terms, conditions, obligations and covenants contained in the Release. In addition, I will use my best efforts to cause Minor to adhere to the terms of the Release and guarantee that: (a)

Minor will perform all of his or her obligations in accordance with the Release; and (b) neither Parent nor Minor will disaffirm or disavow the Release on the grounds that Minor is a minor or on any other grounds.

3. **Agreement That Terms Of The Release Apply To Me.** I acknowledge and agree on behalf of myself and my spouse or domestic partner, that all of the terms, conditions, obligations and covenants of the Minor under the Release, including Section 5, apply to me and my spouse or domestic partner, even if we have not signed the Release.
4. **Additional Release.** In addition to the Claims released in Section 4 of the Release, I, on behalf of myself and my spouse or domestic partner, release all Claims which we may have, including but not limited to claims for emotional distress, loss of companionship, or loss of consortium in the event Minor suffers an Injury.
5. **Indemnity.** On behalf of Parent and each of the respective successors, heirs, and assigns of Parent and Minor, I unconditionally and irrevocably agree to defend (at Boardriders request), indemnify and hold harmless each of the Released Parties from and against any and all Claims, including, without limitation, any Claims claimed by any successors, heirs, or assigns of Parent or Minor, arising from or in connection with (a) the breach or disaffirmation of the Release or any portion thereof by Minor or Parent for any reason; (b) the enforcement of the Release against Minor or Parent; and/or (c) Minor's participation in the Event, to the fullest extent permitted by law in every instance even if any of the foregoing arise from the negligence of Boardriders.
6. **Governing Law; Arbitration.** The governing law and arbitration provisions of Sections 9 and 10, respectively, of the Release also apply to all disputes arising out of or relating to this Parental Consent.
7. **Parent's Joint Liability.** If more than one person executes this Parental Consent, the word "Parent" whenever and wherever used herein shall be deemed to refer to each such person individually and all such persons jointly, it being understood and agreed that all such persons assume and shall be jointly and severally liable for all agreements, covenants, representations, warranties, and obligations hereunder, and the breach or failure of any agreement, covenant, representation, warranty, or obligation contained herein shall be deemed a breach by each and all of such persons.
8. **Severability.** This Parental Consent will be binding to the fullest extent permitted by law, and will be binding upon each of my heirs, successors and assigns. If any provision of this Parental Consent be held to be invalid, illegal or unenforceable, such provision will be curtailed and limited only to the minimum extent necessary to comply with applicable law, and the validity, legality, and enforceability of the remaining provisions of this Parental Consent will not in any way be affected or impaired thereby.

**I fully understand that by signing this Parental Consent, I give up substantial legal rights I and/or Minor may otherwise have to recover damages for Injuries or losses, and sign it voluntarily and without inducement of any nature and intend for it to be enforced to the greatest extent allowed by law.**

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Name of Parent/Guardian (please print): \_\_\_\_\_

Driver's License Number of Parent/Guardian: \_\_\_\_\_

Issuing State of Driver's License for Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Name of Parent/Guardian (please print): \_\_\_\_\_

Driver's License Number of Parent/Guardian: \_\_\_\_\_

Issuing State of Driver's License for Parent/Guardian: \_\_\_\_\_