

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
(For Adult Participants and Parents/Guardians of Minor Participants)**

**IMPORTANT: THIS IS A LEGAL DOCUMENT. PLEASE READ CAREFULLY
BEFORE SIGNING.**

This Waiver and Release of Liability Agreement is made between The Point Surfpark LLC, a Florida limited liability company (“the Point”), its managers, members, owners, officers, employees, agents, contractors, affiliates, successors, and assigns, collectively “Released Parties” and the undersigned Participant

By signing this document, Participant acknowledges that surfing, swimming, surfing instruction, use of the pool and surf park facility, presence on premises at the surf park facility (“the Surf Park”), and related activities, (“Activities”), involve inherent risks, including the risk of serious injury or death. You understand that you are voluntarily giving up certain legal rights, including the right to sue the Released Parties for ordinary negligence.

1. ASSUMPTION OF RISK

I, the undersigned adult Participant or parent/legal guardian of the minor participant named below (“Participant”), acknowledge and understand that participation in the Activities including ingress and egress and use of the Surf Park involves inherent risks, known and unknown, including but not limited to:

drowning or near drowning, impact with surfboards or other participants, and collision with pool walls or surf park structures; slips, trips, or falls on wet or uneven surfaces; exposure to waterborne illnesses or contaminants; overexertion, dehydration, and heat-related injuries; equipment malfunction or failure; collisions with other surfers or participants; cuts, scrapes, and abrasions; bruises and contusions; sprains and strains; muscle pulls or cramps; dislocated joints; broken or fractured bones; concussions and head injuries; dental injuries; whiplash or neck strain; secondary drowning; loss of consciousness underwater; entrapment or entanglement; respiratory distress; sunburn or heatstroke; dehydration; hypothermia; windburn or chafing; noise exposure; skin infections; ear infections; damage to ear drums; eye irritation or infections; sinus infections; gastrointestinal illness; allergic reactions; exposure to cleaning or treatment chemicals; board-related lacerations or blunt trauma; leash entanglement; fin cuts; impact from surf equipment malfunction; panic attacks; stress-related hyperventilation or fatigue; emotional distress; slipping on wet pool decks or stairs; falling while carrying board or gear; tripping over leash; collision in crowded walkways or changing areas; strains from lifting or transporting equipment or paddling; spinal cord injury including from hitting the bottom of the pool or the walls; paralysis; cardiac arrest; latent or apparent defects or conditions of the Activities or use of the Surf Park; improper or inadequate instruction or supervision regarding the Activities or use of the Surf Park; the behavior of co-participants; accidents or incidents at the Surf Park, including but not limited to, accidents or incidents in wet areas, such as pool decks, tiled, concrete or other wet surfaces; and/or first aid, emergency treatment or services rendered or failed to be rendered by Released Parties, or their agents, contractors or employees; while participating in the

Activities; which may result in injury, death, or property damage. I voluntarily assume all such risks on behalf of myself and Participant. In consideration of participation, Participant, for myself, my heirs, representatives, and assigns, hereby release, waive, discharge, and agree not to sue, its officers, directors, employees, volunteers, agents, and affiliates from all liability, claims, or causes of action arising from any injury, loss, or damage related to such transportation, including those caused by the ordinary negligence (but not gross negligence or intentional misconduct) of the released parties.

I voluntarily assume all such risks, including any injury, damage, or loss arising from the negligence of the Organization or any Released Party (defined below), and I accept full responsibility for my participation or the participation of my child.

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 THE POINT SURFPARK LLC, A FLORIDA LIMITED LIABILITY COMPANY, OR THE RELEASED PARTIES, USE 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 THE POINT SURFPARK LLC, A FLORIDA LIMITED LIABILITY COMPANY, OR THE 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 THE POINT SURFPARK LLC, A FLORIDA LIMITED LIABILITY COMPANY, OR THE RELEASED PARTIES HAS THE RIGHT

TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

2. RELEASE AND WAIVER OF LIABILITY

In consideration of being permitted to participate in the Activities, I, on behalf of myself, my minor child Participant (if applicable), and our respective heirs, personal representatives, executors, administrators, and assigns, hereby irrevocably and unconditionally:

(a) release, waive, and discharge Released Parties from any and all claims, demands, causes of action, suits, or liabilities of any kind whatsoever, including but not limited to those for personal injury, death, property damage, or loss, including those arising from ordinary negligence of the Released Parties, to the fullest extent permitted by Florida law.

(b) waive any right to sue or bring any action against the Released Parties for any claims arising out of or related to the Activities.

(c) agree that this Release and Waiver is intended to be as broad and inclusive as permitted under Florida law and shall be interpreted in accordance with the laws of the State of Florida.

Participant releases Released Parties for liability for the ordinary negligence of the Released Parties, but not for gross negligence or willful acts.

3. INDEMNIFICATION

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to my or my minor child's participation in the Activities, whether caused in whole or in part by Participant or any Released Party, or the ordinary negligence of any Released Party or third Party, to the fullest extent of Florida law, including but not limited to:

- (a) Any claims made by me, my minor child, or any third party;
- (b) Any claims for damage to the Surf Park or facility operated by The Point,
- (c) Any claims of damage to other participants or third parties' property or equipment;
- (d) Any claims related to injury or damage caused to others by me or my child.

I assume liability for my minor child's negligence, and agree to indemnify for such claims even after the child reaches the age of majority. Released Parties shall have the right to select and retain counsel of their choosing and Participant shall be responsible for and shall promptly pay all attorneys' fees and defense costs, whether pre-suit, or at trial or appellate level. The provisions of this paragraph shall survive the term of this Agreement.

4. MEDICAL TREATMENT AND INSURANCE

I authorize the Point and Released Parties to provide or obtain emergency medical treatment if necessary, but I acknowledge they do not have the duty to do so. I understand that I am solely responsible for all medical expenses incurred and that the Point does not provide medical or accident insurance for participants. I represent that Participant is in good physical condition and has no known health conditions that would preclude participation.

5. PHOTOGRAPHIC RELEASE

I grant the Released Parties blanket permission and hereby agree to a blanket release of all rights to my photographic image, video recordings, and other media of me that arise out of my or my child's participation in the Activities for marketing, advertising, or promotional purposes without compensation.

6. RULES AND REGULATIONS: I agree to follow all posted rules, signage, staff instructions, and safety procedures at all times. I understand that violation of such rules may result in my removal from the premises without refund. I agree to comply with the following rules when at the Surf Park:

1. Running, jumping, and rough play are not permitted in areas where the floor or ground may be wet. Please observe all posted signs.
2. The wave pool is for surfers only. Swimming, wading and diving are not permitted. Absolutely no horseplay in the wave pool.
3. Parents or guardians are responsible for providing close and constant supervision of their children, in and out of the water. Staff members are responsible for providing guests with an enjoyable surf experience, enforcing rules and responding in the event of an emergency. Children under 10 years of age must be accompanied by an adult 18 years of age and over.
4. Eating and drinking is only permitted in concession and observation areas.
5. Alcohol and drugs are prohibited. Smoking/vaping is not permitted except in designated areas. All weapons, pyrotechnics, and hazardous substances are prohibited.
6. Glass, soap, or other material that might create hazardous conditions or interfere with efficient operation of the pool are not be permitted on the pool deck.
7. No Pets. Service animals are allowed on the observation deck, but must be kept out of the water at all times.
8. Guests may use cameras for personal video and photography as long as you respect the privacy of others, and refrain from taking photos of other people without their permission. Refrain from taking photos of children at any time. Cameras are not permitted in changing areas or restrooms.
9. Please bring any found items to Guest Services. Items can be retrieved by the owner, after identification, for up to 30 days. This is a courtesy service; not a guarantee. The Point is not responsible for lost, stolen, or damaged personal belongings.
10. The Point reserves the right to revoke entry to the park without refund if guests egregiously violate facility rules. Decisions made by the Manager on Duty are final.

11. Bathing suits/beach swim wear are required while surfing. Cut-off shorts or leotards are not allowed. Leave phones, keys, and other loose items or accessories in your locker or other secure location during surf sessions. All surfers must take a soap shower on the day of their session before entering the water.
12. Persons with open sores, skin infections, adhesive bandages or suffering from an infectious condition will not be allowed in the water.
13. All surfers must attend the mandatory safety briefing prior to entering the water.
14. One surfer per wave. Surfers must follow the queue and entry procedures and obey all instructions from the Lifeguard and Surf Instructors.
15. Safety First! If you see another surfer in trouble, help them if it's safe to do so, or signal for assistance.
16. **New surfers:** Take lessons from our professional surf instructors to ensure you are learning proper techniques, building good habits, and are on track to progression. Surf easier sessions at first to get a feel for the dynamic environment of our wave pool.
17. All surfers must wear The Point's designated color-coded rash guards and wrist bands to signify their current surf level/session.
18. Board leashes must be used at all times. Life vests and helmets are highly recommended for children and beginner surfers, and available for all guests. Only U.S. Coast Guard approved personal flotation devices are permitted in the wave pool.
19. Weapons of any kind, guns, knives, brass knuckles etc. must remain in your vehicle or be left at home.
20. When using longboards, only soft top longboards 8-9ft are permitted.

I understand that The Point reserves the right to make additional rules or rules changes, and will follow the current set of rules when at the Surf Park.

7. SEVERABILITY, GOVERNING LAW, ELECTRONIC SIGNATURE

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Venue for any dispute between Participant and Released Parties shall be in Indian River County, Florida. This document may be executed electronically, including by electronic signature, click-through acceptance, or similar means. Any such electronic signature shall be deemed to have the same legal effect, validity, and enforceability as a handwritten signature for all purposes under applicable law, including the Florida Uniform Electronic Transaction Act and the Electronic Signatures in Global and National Commerce Act. The parties further agree that any electronic record of this Agreement shall be admissible as evidence of its terms and execution.

8. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties and supersedes any prior agreements or representations, whether oral or written.

