

Activities Participant Agreement,
Release & Assumption of Risk



In order to participate in the Activities with Eywoa Marine Sports you must understand and be aware of the risks involved and will accept legal responsibility for your subsequent, informed and voluntary, participation. Eywoa Marine Sports has implemented all necessary safety measures without removing the inherent nature of the adventure and provides safety equipment at each Activity. I understand that during my or my dependents' participation in Activities, I or we may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each Activity and cannot be eliminated without destroying the unique character of the Activity. Eywoa Marine Sports has not tried to contradict or minimize my understanding of these risks. This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

Please read carefully and sign at the bottom of the document.

I individually and/or for any of my dependents understand that the Activities in which we will engage with Eywoa Marine Sports involve inherent and other risks. These risks can result in varying degrees of physical harm and potentially death.

I acknowledge that the Activities are strenuous and dangerous and require a certain degree of physical ability, condition, maturity, and skill.

I acknowledge that I am solely responsible for determining my and/or my dependents' suitability to participate in the Activities.

I and/or my dependents have the physical and mental ability to participate and when necessary the requisite training necessary to properly and safely participate in the Activities. Understand that the Activities are not leisure or amusement devices but are extreme sports without guaranteed outcomes or constants and that I and/or any of my dependents determine the success of the Activity.

I choose voluntarily to participate in the Activities despite all risks and will assume all inherent and other risks and accept responsibility for any personal property damage and loss, and for any degree of physical harm I and/or any of my dependents may suffer.

I understand that failure, deliberate or otherwise, to adhere to regulations or misuse of equipment will result in full liability being assumed by the individual.

I consent to the use of my and/or any of my dependent's image by Eywoa Marine Sports for any and all such purposes; including without limitation video, still photographs, publication, and any trade or advertising purposes. However, Eywoa Marine Sports will be fully respectful of local culture and customs.

In consideration of Eywoa Marine Sports providing services and facilities and allowing me and/or any of my dependents to participate in or observe the Activities, I agree to the following:

Waiver and Release

To the fullest extent allowed by law, I agree to forever waive, release from liability and discharge claims Eywoa Marine Sports and its subsidiaries and affiliates from, and agree not to pursue any form of legal action for any, and all liability or claims that I and/or any of my dependents may have for any material loss or damage, emotional distress, illness, personal injury or death related to my and/or any of my dependents participation in the Activities and use of all equipment and facilities with Eywoa Marine Sports. This release refers to all claim types, including breach of contract, fraud, or any other type of suit and includes losses alleged to be caused by the negligence of Eywoa

Marine Sports to the fullest extent permitted by law with the exception of Gross Negligence .

Medical Release

Do you or your dependents participating in Activities have any medical conditions that you feel Eywoa Marine Sports should be aware of? If yes please list below any allergies, asthma, cardiothoracic, spinal, skeletal conditions, or other medical conditions that require medication, or any recent surgeries that might affect your or your dependents' participation in the Activities.

Pregnant individuals are not permitted to take part in any of the Activities at Eywoa Marine Sports.

Participant (If participant is 18 years old or above).

Participant's Name:

Participant's Signature:

Address:

Date:

Email:

Phone Number:

Date of Birth:

Staff Signature:

Parents or Legal Guardians (If participant is under 18 years old (a "minor(s)"). In consideration of

Child 1 (Age)

Child 2 (Age)

Child 3 (Age)

participating in the Activities with Eywoa Marine Sports, I hereby declare my legal responsibility of this minor(s). On behalf of the minor(s), I agree to all the above terms stated in this document and agree to indemnify Eywoa Marine Sports from any and all suits that may be brought by, or on behalf of the minor(s).

Parent or Legal Guardian's Printed Name:

Parent or Legal Guardian's Signature:

Date:

This document remains active and valid for a period of 1 year from date of signing unless otherwise indicated by the signee.

Appendix

1."Activity" or "Activities" means boat towed sports, wake boarding, wake surfing, water skiing, tubes, inflatables, SUP, kayaking, fly boarding, kitesurfing, swimming, walking, using the boats, obstacles, and all other actions by participants and dependents while at Eywoa Marine Sports.

2."Eywoa Marine Sports" means all subsidiaries, affiliates, directors, investors, management companies, employees, volunteers and sponsors.

3.Legal Guardians must be at least 18 years old with a legal, written or assumed, duty of care for the participant for which they are signing. In its sole judgment and opinion, Eywoa Marine Sports reserves the right to refuse admittance or to remove individuals from the facility or specific activities based upon in-appropriate behavior, medical conditions, failure to adhere to instructions and rules, or for any other mitigating circumstance that Eywoa Marine Sports deems unsavory or unsafe.