



Participant Agreement and Liability Waiver for Adventure Tours

Give and Surf, Inc.

I understand and agree that during the trek, tour, expedition, or other trip in which I will participate, under the arrangements of Give and Surf, Inc. (“Give and Surf”) and its agents, employees, associates, affiliated companies, or subcontractors, certain risks and dangers may arise, including, but not limited to, acts of God, the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions, the dangers of civil disturbances and war, the forces of nature, dangers and risks inherent in sporting activities, the negligent or reckless acts or omissions of Give and Surf, Inc. (“Give and Surf”), its agents, employees, officers, directors, associates, affiliated companies, or subcontractors, travel by boat, automobile, train, ship, aircraft, or other means of conveyance, and accident or illness in remote places without access to medical facilities, transportation, or means of rapid evacuation and assistance. I also understand that my participation in surfing entails known and unanticipated risks that could result in physical injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: cuts, bruises, or abrasions, and concussions; hitting the bottom of the ocean; sprains, strains, broken bones, paralysis, even death; exposure to poisonous and/or carnivorous sealife; and accidental drowning. Give and Surf, Inc. (“Give and Surf”) shall not be responsible for any injuries, damages, or losses caused to any traveler in connection with any of the above and/or terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climatic conditions, abnormal conditions or developments, or any other actions, omissions, or conditions outside the travel agent's control. Traveler assumes complete and full responsibility for, and hereby releases Give and Surf, Inc. (“Give and Surf”) from any duty of, checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety or security conditions at such destinations. For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the U.S. State Department, (202) 647-5335. For medical information, refer to the U.S. Centers for Disease Control (CDC), (404) 332-4559 or use their fax information service at (404) 332-4565. In consideration of, and as a part of the payment for, the right to participate in such treks, tours, expeditions, or other activities and as a part of the

payment for, the services arranged for me by Give and Surf, Inc. ("Give and Surf") and its agents, employees, associates, affiliated companies, or subcontractors, I DO HEREBY EXPRESSLY ASSUME ALL OF THE ABOVE RISKS, including, to the extent permitted by law, the risk of negligent or reckless acts or omissions of Give and Surf, Inc. ("Give and Surf"), its agents, employees, officers, directors, associates, affiliated companies, or subcontractors, and I DO HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD Give and Surf, Inc. ("Give and Surf") and its agents, employees, officers, directors, associates, affiliated companies, and subcontractors, HARMLESS against any and all liability, actions, causes of action, debts, suits, claims, and demands of any and every kind and nature whatsoever which I now have or which may hereafter arise out of or in connection with my trip or participation in any activities arranged for me by Give and Surf, Inc. ("Give and Surf") and its agents, employees, associates, affiliated companies, or subcontractors. THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK for myself, my heirs, assignees, administrators, executors, and all members of my family, including any minors accompanying me. I HAVE READ AND FULLY UNDERSTAND THE PROVISIONS AND THE LEGAL CONSEQUENCES OF THIS RELEASE AND ASSUMPTION OF RISK, AND I HEREBY AGREE TO ALL OF ITS CONDITIONS. I ACKNOWLEDGE THAT Give and Surf, Inc. ("Give and Surf") HAS RECOMMENDED THAT I HAVE MY ATTORNEY REVIEW THIS RELEASE PRIOR TO MY SIGNING IT. I further agree that any legal dispute involving these travel services shall be heard only by the courts of San Diego County, California, U.S.A., and in accordance with the laws of California, USA. I acknowledge that in calculating the cost of the tour or trip, Give and Surf, Inc. ("Give and Surf") has relied on my consent to these terms and on their enforceability. In the absence of this Release, the tour/trip cost would have been higher, or, alternatively, Give and Surf, Inc. ("Give and Surf") would be unable to offer these services.

Dates of trip: _____

Signature of Participant _____ Date: _____

Name Printed _____ Phone Number _____

If Participant is under the age of 21 at time of trip:

Signature of Parent or Legal Guardian _____ Date _____

Name of Parent or Legal Guardian Printed _____ Phone Number _____

Emergency Contact _____ Phone Number _____

Attach a copy of Participant Passport