



PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the undersigned's participation in the ZJ Boarding House Haunted Heats event (the "Event"), the undersigned participant ("Participant"), on behalf of himself/herself and his/her family members, executors, representatives, insurers, successors, assigns and agents, does hereby fully release, remise, acquit and forever discharge, indemnify and covenants not to sue, BOARDRIDERS, INC., a California corporation which does business as ZJ BOARDING HOUSE, its officers, directors, parent, affiliates, employees, agents, representatives, successors and assigns (collectively referred to herein as "ZJBH"), as follows:

- Participant acknowledges that surfing entails known and unanticipated risks which could result in injury, paralysis or death to myself or others, as well as damage to and/or loss of property. Specifically, such risks include (among other things) being hit by the surfboard, other surfers and their boards which could result in cuts, bruises, abrasions and/or a concussion; hitting the ocean floor, sprains, strains, broken bones, paralysis, and even death; exposure to poisonous and carnivorous sea creatures; exhaustion, dehydration, sunburn, accidental drowning, and any other injuries, physical or otherwise, that may result from surfing. Participant further acknowledges that ZJBH has no control over the weather or the elements, or the fitness, abilities or equipment used by other participants in the Event.
- By participating in the Event, Participant expressly agrees to accept and assume all of the risks associated with the Event. Participant's participation in the Event is purely voluntary and Participant elects to participate in spite of the risks.
- Participant hereby voluntarily releases, forever discharges, and agrees to indemnify and hold harmless ZJBH from any and all claims, demands, or causes of action which are in any way connected with my participation in the Event, including, but not limited to, any claims which allege negligent acts or omissions by ZJBH.
- Participant hereby irrevocably authorizes the use and reproduction by ZJBH of all or any photographs, film or video that may be taken of the Participant during the Event as well as Participant's name and likeness in any form for any purpose and in any medium whatever, without further compensation to the Participant.
- Should ZJBH or anyone acting on their behalf incur any attorneys' fees or costs to enforce this agreement, Participant agrees to indemnify and them harmless for all such fees and costs.
- Participant certifies that Participant has no medical or physical conditions which would prevent Participant from participating in the Event or which could interfere, directly or indirectly with Participant's safety or the safety of others at the Event. Participant further certifies that either (a) Participant has adequate insurance to cover any injury or damage that Participant may suffer or cause while participating in the Event, or (b) Participant agrees to personally bear the costs of such injury or damage.
- This agreement is governed by the laws of California, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of another jurisdiction. Participant hereby submits to the exclusive jurisdiction of courts located in Los Angeles County, California, waives any objection they may have to such jurisdiction or forum and agrees not to commence any action or proceeding except in such courts. I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ, AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY, EACH OF THE ABOVE PROVISIONS OF THIS AGREEMENT, AND THAT I AM GIVING THIS "GENERAL RELEASE AND WAIVER OF LIABILITY" KNOWINGLY AND VOLUNTARILY. I ALSO ACKNOWLEDGE THAT THE CONSIDERATION FOR SIGNING THIS AGREEMENT IS MY PARTICIPATION IN THE EVENT, AND THAT I HAVE HAD THE COMPLETE OPPORTUNITY TO OBTAIN FULL LEGAL, MEDICAL AND OTHER ADVICE PRIOR TO SIGNING THIS FORM AS AN AGREEMENT.

Signature of Participant: _____ Date: _____
 Name of Participant (print): _____
 Address: _____
 Phone: _____ Email: _____

CONSENT OF PARENT OR GUARDIAN(must be completed for participants under the age of 18)The undersigned Parent or Guardian of _____ (print minor's name)("Minor") hereby consents to Minor's participation in the Event. In consideration of ZJBH permitting Minor to participate in the Event, the undersigned Parent or Guardian hereby voluntarily releases, forever discharges, and agrees to indemnify and hold harmless ZJBH from any and all claims, demands, or causes of action which are in any way connected with Minor's participation in the Event, including, but not limited to, any claims which allege negligent acts or omissions by ZJBH.

Parent or Guardian Signature: _____
 Parent or Guardian Name (print): _____
 Phone: _____ Date: _____