

Luminate Surf & Skate, LLC Luminate Warrior Surf Camp

In Consideration of the services of Luminate Surf & Skate, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as 'Luminate'), I hereby agree to release, indemnify, and discharge Luminate on behalf of myself, my spouse, my children, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that surfing and other Warrior Camp activities entail known and unanticipated risks that could result in physical or emotional 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 activities.

The risks include, among other things: Being hit by the equipment or other surfers on their boards which could result in cuts, bruises, abrasions, and concussions; hitting the bottom of the ocean; sprains, strains, broken bones, paralysis, even death; exhaustion, dehydration, sunburn; exposure to poisonous and/or carnivorous sea creatures; and accidental drowning.

Furthuremore, Luminate employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participants fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipments being used may malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in the activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Luminate from any and all claims, demands, or causes of action, which are in any way connected with my participation oin this activity or my use of Luminate's equipment or facilities, including any such claims which allege negligent acts of omissions of Luminate.
4. Should Luminate or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such in jury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the vent that I file a lawsuit against Luminate, I agree to do so solely in the state of Massachusetts, and I further agree that the substantive law of Massachusetts shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Luminate on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its term.

Printed name of Participant: _____

Age: _____ Sex: _____

Permanent Address: _____

Phone: _____

Email: _____

PARENT'S OR GUARDIAN'S INDEMNIFICATION/SIGNATURE

(Must be completed for Participants under the age of 18)

In consideration of _____ (print minors name) ("Minor") being permitted by Luminate to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Luminate from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor

Parent or Guardian: _____ Print Name: _____ Date: _____