

SoloSports Adventure Holidays

Indemnity Agreement and Release of Liability Acknowledgment of Risks/Hazards

In consideration for being permitted to utilize the facilities and equipment of SoloSports and to engage in windsurfing, surfing, mountain biking and related activities;

I _____ hereby agree as follows:

1. I hereby release and discharge SoloSports, their owners, their officers, SoloSports vehicles, other transporting vehicles, the landowners, and any employees, [hereinafter collectively referred to as Released parties], from any and all liabilities, claims, demands, or causes of action that I may hereafter have for injuries and damages arising out of my participation in SoloSports.
2. I further agree that I will not sue or make a claim against the released parties for damages or other losses sustained as a result of my participation in SoloSports. I also agree to indemnify and hold the released parties harmless from all claims, judgments and costs, including attorneys fees, incurred in connection with any action brought as a result of my participation in SoloSports.
3. I understand and acknowledge that SoloSports have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate and I expressly and voluntarily assume all risk of death or personal injury sustained while participating in SoloSports.
4. I have been advised and recognize that my participation with SoloSports is not covered by any personal or general liability insurance policy issued to the release parties.
5. I understand because of the unavoidable and unpredictable dangers involved in SoloSports the released parties are making no warranty of any kind, express or implied, concerning any and all equipment or facilities provided by the released parties. I understand that I need not use the equipment supplied by a release party, but I may use my own equipment. The approval for use of any equipment by SoloSports is not a warrant that the equipment is suitable for any purpose, but merely an opinion. I understand these disclaimers and accept them.
6. It is impossible for released parties to determine with any degree of certainty that I have been properly trained to participate in activities at hand or that I have fully grasped and comprehend the instruction presented to me by SoloSports. For that reason I understand that there is no warranty, whatsoever, as to the adequacy of training provided by the released parties to me.
7. As part of the consideration for my being allowed to use the facilities of SoloSports, I promise not to sue any of the released parties for any cause of action whatsoever, furthermore I realize that the damages to the released parties for my breach of this promise are uncertain and difficult to establish and in the event that I breach this promise, I agree that the liquidated damages that I will be liable to pay to each of the released parties named in any lawsuit I may bring is \$25,000.00 for each named defendant. I further agree that this provision for liquidated damages shall apply to any action in which I am required to indemnify for released parties and it shall be in addition to any award made to the third party in each suit.
8. It is specifically agreed that each person involved in providing instruction or other related services, I have made adequate provisions for my spouse, if any, my children, if any, heirs, if anyone, all other persons dependent upon me so that in the event of my death they will have suffered no financial loss.
9. I further agree that in the event I have any claim whatsoever against any of the released parties arising out of any of my Solo Spots activities including an action for personal injury, that it shall be a precedent to the filing of a lawsuit against any of the released parties that the matter first be arbitrated by an arbitration board. The decision and finding of that board shall be final and binding upon all persons. I further agree that in the event I should elect to arbitrate I shall pay the Arbitrator an arbitration fee of \$3000.00 prior to the commencement of the arbitration.
10. It is further specifically agreed that venue and jurisdiction for any legal action arising out of any matter, which is the subject of this document shall be in the Superior Court of the State of California, County of Orange.
11. If the court should decide that any clause in this contract is illegal and unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effects.
12. Continuation of obligations. I agree and acknowledge that the terms and conditions of the foregoing, exemption from liability, covenant not to sue, and indemnify against claims shall continue in full force and effect now and in the future at all times during which I participate either directly or indirectly in SoloSports and shall be binding upon my heirs, executors and administrators of my estate.
13. I certify that I am at least 18 years of age
14. I understand the English Language

I have carefully read this agreement and release of liability. I further understand by signing this agreement I am entering a legal binding contract with SoloSports. This Contract applies to all parts of the United States and Baja, California. I fully understand its contents and sign it of my own free will.

DATED _____

SIGNATURE _____

PRINTED _____

WITNESS _____

PRINTED _____