

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY!

TO: UNDERCURRENTS SPORTS LTD.

EQUIPMENT USE AGREEMENT

1. I accept full responsibility for the care of the equipment provided, if any ("Equipment"), and I agree to pay for any damage to the "Equipment" and replace at full retail value any "Equipment" not returned or damaged beyond repair.
2. I am familiar with the proper use, care and transportation of the "Equipment". I possess the proper skill, judgment and fitness to use the "Equipment".
3. I agree to return the "Equipment" in clean condition to avoid any additional charges.

ASSUMPTION OF RISKS

In this agreement, the term "Surfing" shall include all surfing, body boarding, swimming and related activities.

I am aware that "Surfing" involves many risks, dangers and hazards including but not limited to: moving water, currents, tides and wind; collision with rocks, boulders, banks, forest dead fall, other natural objects and man-made objects; changing weather conditions; injuries related to immersion in cold water; death; and transporting equipment inside and outside of a motor vehicle, and that injuries are a common and ordinary occurrence of these activities.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH "SURFING" AND I FREELY ACCEPT AND ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE "EQUIPMENT".

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in the lessons, pool session, product demonstration or other event (all are collectively referred to herein as "Programs"), I hereby agree as follows:

1. **I WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against, Undercurrents Sports Ltd., and the manufacturers and distributors of the "Equipment" and all of their respective shareholders, directors, officers, employees, servants, agents and representatives (all of whom are collectively referred herein as the "Releasees") and TO RELEASE THE "RELEASEES" from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer as a result of/or arising out of any aspect of my use of the "Equipment" and/or participation in "Programs", DUE TO ANY CAUSE WHATSOEVER ON THE PART OF ANY ONE OR MORE OF THE "RELEASEES", OR OTHERS, **INCLUDING NEGLIGENCE**,
2. TO HOLD HARMLESS AND IDEMNIFY THE "RELEASEES" from any and all liability for any loss, damage, expense or injury, including death, to any third party, resulting from the use of the "Equipment",
3. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity,
4. I am physically capable and fit to participate in the "Program" and I assume responsibility for my physical fitness and my capacity to undertake these activities.
5. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction, and
6. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.

In entering into this Agreement I am not relying on any oral or written representations or statements in any form made by the Releasees with respect to the safety of Surfing, other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE "RELEASEES".

Signed this ____ day of _____, 20__

Witness

Signature

Print name clearly