

AQUAHOLICS, INC.

RELEASE AND WAIVER OF LIABILITY

I hereby agree to indemnify, defend and hold harmless Aquaholics, Inc. (a/k/a Aquaholics Surf Shop), any of its agents or employees individually, the Town of Kennebunk and any other town in which an Aquaholics, Inc. program is offered, and any private property owner whose property is used by Aquaholics, Inc. for its programs, from any and all claims, demands or actions by any person or persons for any and all loss or damage, and/or any and all claims, demands or actions on account of any injury or illness to any person or property arising out of, or related to, the use of Aquaholics, Inc. recreation equipment and/or competition by Aquaholics, Inc., or any of its agents, employees, or individuals on behalf of Aquaholics, Inc.

I hereby ASSUME FULL RESPONSIBILITY FOR ANY RISK of bodily injury, illness, death or property damage arising out of, or related to, the use of ANY Aquaholics, Inc. recreational equipment, demos, lessons, and clinics of any kind. I hereby agree that this release and waiver of liability, assumption of risk and indemnity extends to all acts of negligence and is intended to be as broad and inclusive as is permitted by the laws of the State of Maine. I hereby give permission to Aquaholics, Inc. to use my photographic likeness in all forms and media for advertising, trade, and any other lawful purposes.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT, AND THAT BY SIGNING THIS FORM I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWABLE BY LAW.

Print Name

Student Signature

Print Name

Student Signature

Print Name

Student Signature

Print Name & Relationship to Student(s)

Guardian Signature

Employee Only

Date

Instructor

Employee Signature

Print Name