

RELEASE OF LIABILITY-PLEASE READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the Beach Daze General Store, Inc., its related events & activities, the undersigned, acknowledge, appreciate, and agree that:

- 1. The risk of injury from the activity involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist; and,
 - 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known & unknown, EVEN if ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- 3. I willingly agree to comply with the stated and customary terms & conditions for participation. If, however, I observe any unusual significant hazard during my presence of participation, I will remove myself from the participation and bring such attention to the company immediately; and,
- 4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEARBY RELEASE, INDEMNIFY, AND HOLD HARMLESS BEACH DAZE GENERAL STORE, INC. their officers, officials, agents, and/or other employees, other participants, sponsoring agencies, sponsors advertisers, and, if applicable owners or lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and,
- 5. **CUSTOMER IS COMPLETELY RESPONSIBLE FOR ALL DAMAGES AND LOSS!** In the event that the item(s) are lost, stolen, or damaged, the undersigned will be assessed a repair and/or a replacement fee. NO EXCEPTIONS! All fees associated with lost, damaged, or stolen item(s) will be charged to the credit card on file. (See attached Credit Card Authorization.)

6. ABSOLUTELY NO REFUNDS, NO EXCEPTIONS

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PRINTED NAME: _____

HOME ADDRESS: _____

LOCAL ADDRESS: _____

HOME PHONE: _____ LOCAL PHONE: _____

SIGNATURE: _____ DATE: _____

DRIVERS LIC #: _____ STATE: _____ EXP: _____

DAY OUT: MON. TUES. WED. THURS. FRI. SAT. SUN.

RENTAL PERIOD: WEEKS: _____ DAYS: _____ TIME: _____ AM / PM

EQUIPMENT: _____

EMPLOYEE SIGNATURE: _____ DATE: _____

DUE BACK: _____