

## **CYBER DESERT TOURS, LLC**

### **RELEASE OF LIABILITY AND WAIVER RIGHTS**

**BY SIGNING THIS DOCUMENT I HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE Cyber Desert Tours, LLC**

**ACTIVITY:** Jetsurfing

**DATE OF ACTIVITY:** \_\_\_\_\_

I desire to participate in the activity described above (the "Activity"), including, without limitation, to operate a Jetsurf board, whether the board is owned by Sponsor, me or any other party, or otherwise enter any area where the Activity takes place, or to observe or otherwise participate in or in any other way be involved for any purpose with the Activity. In consideration of being permitted to participate in the Activity, I hereby agree to all the terms of this Release of Liability and Waiver of Rights (this "Release and Waiver"), including all the covenants and agreements listed.

This Release and Waiver shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs and next of kin with limitation. It is my desire and intent that the terms, provisions, covenants, and remedies contained in this Release and Waiver shall be enforceable to the fullest extent permitted by Applicable Law. If any portion of this Release of Waiver is held invalid, the remainder shall not be affected and shall continue in full legal force and effect. That shall include modifying the Release and Waiver to allow any remaining claims to be waived, released, and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this Release and Waiver shall continue from this date forever. This document constitutes the entire agreement between Sponsor and me and supersedes any previous or contemporaneous discussions or agreements between us in respect of these matters.

I specifically acknowledge and agree that I have read and reviewed the Safety and Regulations provided to me by **Cyber Desert Tours, LLC**.

I specifically acknowledge and agree that this document is not intended to be a general release subject to limitations and conditions that would otherwise apply under applicable state laws, ordinances, statutes, rules and regulations (collectively, "Applicable Law"), and additionally agree to WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO ME UNDER APPLICABLE LAW. This Release and Waiver shall be constructed and interpreted as broadly as possible under the Applicable Law of the jurisdiction in which the Activity takes place.

#### **PERSONAL INFORMATION** (Please fill in the information below)

**My Full Legal Name:** \_\_\_\_\_ **DOB:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

I HAVE READ THIS RELEASE AND WAIVER (INCLUDING THE COVENANTS AND AGREEMENTS LISTED) FULLY UNDERSTAND ALL THE TERMS, FULLY UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, AND HAVE SIGNED THIS RELEASE (INCLUDING THE COVENANTS AND AGREEMENTS LISTED) FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE OR ANY NATURE BEING MADE TO ME.

I HEREBY WARRANT THE TRUTH OF THE ABOVE STATEMENTS AND I DECLARE THAT I HAVE NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF SPONSOR IN ALLOWING ME TO PARTICIPATE IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, TO OPERATE ANY VEHICLE (INCLUDING JETSURF BOARD) PROVIDED BY ME, SPONSOR OR OTHER PARTIES.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

## **CYBER DESERT TOURS, LLC**

I hereby irrevocably and unconditionally agree for myself, my personal representatives, my heirs, next-of-kin, insurers, successors and assigns, as follows:

1. **ASSUMPTION OF RISK.** My choice to participate in the Activity (named on the front side of this document) is knowing, voluntary, and made for my personal enjoyment. I understand that participation in the Activity involves inherent risks and dangers of accidents, rescue operations, emergency treatment, property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses. These may result not only from my own actions, inactions, or negligence, but also from the actions, inactions or negligence of others, or the condition of the facilities, equipment or vehicles. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered the risks involved, and I voluntarily and freely choose to assume these risks.
2. **RELEASE FROM LIABILITY.** I fully and forever release and discharge Sponsor and its respective affiliates, officers, owners, agents and employees and all others involved in the Activity (collectively "Sponsor") from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in the Activity, even if it is due to the negligence, injudicious act, omission or other fault of Sponsor.
3. **INDEMNITY.** I will defend, indemnify, hold harmless and reimburse Sponsor from and for all damages, losses, costs, or expenses (including legal fees) incurred by Sponsor or paid by them to any person (including me or my insurers) in respect of any accident, injury (including death), loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with my participation in the Activity. I will reimburse Sponsor if anyone makes a claim against Sponsor in connection with my participation in the Activity, including without limitation, any accident I may be involved in or any injury, loss, damage to me, other parties or property however caused.
4. **COVENANT NOT TO SUE.** I will not initiate any claim, lawsuit, court action or other legal proceeding or demand against Sponsor, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses or damages sustained by me, other parties or my (or others') property in connection with my participation in the Activity, and I waive any right I may have to do so. This means that I cannot sue to hold Sponsor responsible for any injury, loss or damage sustained by me, other parties or my (or others') property in connection with the Activity, even if it is due to the negligence, injudicious act, omission or other fault of Sponsor. I waive my insurers' right to make a claim against Sponsor based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against Sponsor.
5. **MEDICAL EXPENSES.** I hereby consent to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury or medical emergency resulting from or in connection with my participation in the Activity and understand that I am solely responsible for all costs related to such treatment, medical transportation and/or evacuation.
6. **REPRESENTATIONS.** I am over 17 years of age and that I am in good health, in proper physical condition, and I do not have any medical or other conditions that would impair my ability to operate a Jetsurf Board or otherwise participate in the Activity. If at any time I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in the Activity, I will immediately discontinue further participation in the Activity.
7. **COVENANTS.** I will follow any and all instructions, recommendations and cautions of Sponsor at all times during the Activity, including, without limitation, in respect of my operation of the Jetsurf Board or other participation in the Activity. I will comply with all Applicable Laws while participating in the Activity.
8. **PUBLICITY.** I hereby grant Sponsor, without limitation, the right to use my name and likeness in connection with the Activity for any publicity without further compensation or permission.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THE COVENANTS AND AGREEMENTS AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE SPONSOR.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_