

# LIABILITY RELEASE FORM

THIS ACTIVITY WAIVER & RELEASE dated this \_\_\_\_\_ day of \_\_\_\_\_, BETWEEN: \_\_\_\_\_ of \_\_\_\_\_ (the Participant) and the business ALOLKAI owner Christopher Kowall of California (the Activity Provider) IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

**Consideration** -Being of lawful age and in consideration of being permitted to participate in the activity described below, **the Participant releases and forever discharges the Activity Provider, the Activity Provider's spouse, heirs, executors, administrators, legal representatives, and assigns from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activity described below, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider. The Participant understands that the Participant would not be permitted to participate in the activity described below unless the Participant signed this Agreement.**

**Details of Activity** -The Participant will participate in the following activity: water sports, surfing, swimming, yoga, fitness class

**Fitness to Participate**- The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above-mentioned activity.

## Full and Final Settlement

The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same. The Participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above-noted activity. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.

**Photography:** I understand that I will be provided photos and videos of my session complimentary. I understand these photos may be shared on ALOLKAI's website and social media as well as the photographer's portfolio. They will never be sold or distributed and that I will be emailed a link to access, download, and use the photos myself.

## Governing Law

This Agreement will be governed by and construed in accordance with and governed by the laws of the State of California. I will indemnify and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or any cost that may occur as a result of any such claim. I state further that I have read, understood, and consent.

Should an incident occur please contact: Emergency contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_

\_\_\_\_\_ (Participant Name Printed) \_\_\_\_\_ (Participant Signature)

**MINOR RELEASE:** (to be completed by Parent /Legal Guardian for any participant under the age of 18) I, the parent and/or legal guardian of the participant, a minor, understand the nature of the activity and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such Activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused, or alleged to be caused, in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations and further agree that if despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the Releasees named above, I will indemnify and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or any cost that may occur as a result of any such claim. I state further that I have read, understood, and consent on behalf of the minor to the release.

\_\_\_\_\_ (Printed name of minor) \_\_\_\_\_ (Parent/Guardian Signature)  
\_\_\_\_\_ (Parent/Guardian Printed Name)