



Terms and Conditions and Liability Release

By advancing payment to Nosara Paddlesurf (“NP”), the payer (“Client”, “I” or “You”) agrees to be bound by the below terms and conditions and assumes certain obligations. NP reserves the right, at its sole discretion, to decline to accept any person as a Camp Participant should such person's behavior, health or mental condition impede the operation of the Camp in any way.

1. Camp and Associated Risks – The SUP surf camp is comprised of a series of activities that form part of a week long program including but not limited to lessons, workshops and drills which involve some inherent risk and physical exertion (“Camp”). The above mentioned risks may be related to the nature of the ocean, equipment failures and negligence by others. Hospital facilities, qualified medical care, and emergency medical evacuation may be limited or expensive; NP assumes no responsibility for providing medical care, I understand that as a Camp Participant, I will have to pay for any medical care and/or evacuation costs that I incur.

2. Fitness for SUP and SUP Surfing - I declare that I am physically fit. I do not suffer, nor have suffered from any condition, which may lead to a dangerous situation with regard to other persons or myself during sup surfing. Said conditions may include: epilepsy, seizure disorder, severe head injury, recurrent black outs or any disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, severe allergic reaction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid, adrenal or any other glandular disorder, hemophilia, recent blood donation or any condition that requires the regular use of drugs.

A. However, if I do have a health condition as stated above, I still choose to be a Camp Participant and agree to waive all responsibilities to all the Released Parties concerning any consequences that would result from my actions. For purposes of this Release, Released Parties shall mean NP's employees, officers, directors, volunteers, vendors and contractors.

B. I hereby declare that I have no physical or mental condition that should preclude me from participating in the activity of SUP or SUP surfing, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness.

C. I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of my Camp activities, I will notify a member of the Released Parties immediately.

2. Assumption of Risks - I understand and acknowledge that the Camp involves inherent risks and that no amount of care, caution, instruction or expertise can eliminate these. I



expressly and voluntarily assume all risk of death or personal injury or loss that may occur to me or my property while participating in the Camp whether or not it is caused by the negligence of the Released Parties.

4. Handling of Equipment - I will operate the SUP equipment according to NP's instruction and in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual.

5. Travel Insurance and Cancellations - We strongly advise that you have adequate travel insurance both to cover any medical costs which you may incur while traveling and to cover any amounts you have already paid to us in the event of a cancellation. If you feel it necessary to cancel your trip for reasons which will not allow your insurer to reimburse you, then we will refund any payments made to us as long as we can re-sell the places which you had reserved. We will also retain a 10% administrative fee. All cancellations will be handled as according to our refund and cancellation policies posted on NP's website which maybe updated from time to time.

6. Refunds - NP does not give any refunds for missed sessions, drills, workshops, meals, on-site lodging days or nights or for any other missed or un-used portion of the Camp's activities or services.

7. Guide Discretion. We may cancel any Client's participation in the Camp if seen unfit to participate for their own safety and/or the safety of other Camp participants or Released Parties. Clients must not be under the influence of drugs or alcohol during Camp skills sessions, workshops or drills in or out of the water.

8. Photographs and Video Footage - NP may from time to time take pictures and/or video footage ("Media") of each Client. Unless indicated otherwise by the Client, NP shall be free to use said pictures at NP's sole discretion and in any manner such as but not limited to various media channels, marketing initiatives and company communications with strategic partners without notifying the Client whose Media is used. You, the Client, hereby waives any right to inspect or approve the finished Media or printed or electronic Media that may be used in conjunction with you now or in the future, whether that use is known or unknown. You also waive any right to royalties or other compensation arising from or related to the use of the Media.

9. Media Release - The Participant agrees to release, defend, and hold harmless NP, and its Released Parties, including any firm publishing and/or distributing the finished Media in whole or in part, whether on paper or via electronic media, from and against any claims, damages or liability arising from or related to the use of the Media, including but not limited to any misuse, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution.



10. Waiver and Release of Liability - I hereby WAIVE AND RELEASE ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS against the Released Parties where such LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS arise in any way from any injury, death, loss or harms that occur to me, my next of kin or any other person or property either directly or indirectly during the Camp or are in any way related to the Camp. This release includes, but is not limited to claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities, breach of contract or any civil responsibility ordained by Costa Rican Law or other relevant duty of care. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss, or harm that occur related to the Camp.

I represent that this release of liability, waiver of legal rights and assumption of risk shall continue in full force and effect for so long as I engage in SUP or SUP surfing which are in any way connected to or with the Released Parties.

11. Indemnification Hold Harmless and Defense - I agree to indemnify, defend and hold the Released Parties harmless against any an all LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise from my acts or my failure to act (including my own negligence) during or relating to the Camp. I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, my heirs, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

12. NP 's Legal Limitation - NP may contract with independent contractors to provide transportation, guide services and/or all other related Camp services. NP may also make reservations on Your behalf for services during your stay in Nosara. NP assumes no responsibility, however caused, for injury, loss or damage to person or property in connection with any service provided by a third party or independent contractor or resulting directly from the following: acts of God, detention, annoyance, terrorism, thefts, pilferage, force majeure, civil disturbances, government restrictions or regulations, strikes, delays and expenses arising from quarantine, failure of any means of conveyance to arrive or depart as scheduled, discrepancies or change in transit or hotel services over which NP has no control.

NP reserves the right to make reasonable changes in the Camp's schedule on a daily basis where deemed advisable for the well-being of the Clients.

13. Severability - I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Delaware law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum



extent permitted by law to carry out the purpose of the agreement.

14. Applicable Law - This Agreement will be governed by and construed in accordance with the laws of the state of Delaware, United States, excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located either in San Jose, Costa Rica or Delaware and you hereby irrevocably consent to the personal jurisdiction and venue therein. If any action is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT.