

Release of Liability, Assumption of All Risks, and Arbitration Agreement

Please be certain to read and sign. This is a legally enforceable waiver of rights.

Guest: Trip: Date:

THE RICA SURF TOUR COMPANY S.A., Their employees, shareholders, subsidiaries, affiliates, officers, directors, agents, presentatives and assigns (collectively RICA SURF) does not own or operate any entity (apart from transportation) which provides, or is to provide goods or services for your trip, including, for example lodging facilities, food service providers, equipment suppliers, babysitters, or daycare providers, etc. As a result, RICA SURF is not liable for any negligent or willful act or failure to act of any such third person, or of any other third party.

In addition, I acknowledge that I have voluntarily applied to participate in the trip designated on this application. I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved, including, but not limited to: negligence in any manner on the part of RICA SURF including, without limitation, negligence in the conduct or arrangement of the trip in any respect from inception to completion, negligence with regard to surfboard selection and use, in the maintenance or operation of any van or other motor vehicle utilized to transport passengers, etc; physical exertion for which I am not prepared; forces of nature; transportation failures whether by plane, train, auto, boat, kayak, bicycle, ski, horseback or other animal, by foot, or by any other conveyance; consumption of alcoholic beverages or illegal substances; risks associated with food or impure water; civil unrest; terrorism or the threat thereof; criminal activity; dangers associated with wild or other animals; breakdown or failure of surfboard or other equipment; high altitude; accident or illness without access to means of rapid evacuation or availability of medical services or supplies; the adequacy of medical attention once provided; epidemics or the threat thereof; and stolen, lost, or misplaced luggage or property. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement and are a reason for my participation. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, INCONVENIENCE, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH.

I acknowledge that the cost of all RICA SURF trips is based upon trip participants executing this release of Liability, Assumption of All Risks, and Arbitration agreement. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby RELEASE AND DISCHARGE FOREVER RICA SURF FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TRIP. I agree that this release shall be legally binding upon me personally, all members of my family and all minors travelling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release RICA SURF from any and all liabilities to the maximum extent permitted by law.

BINDING ARBITRATION: I agree that any dispute concerning, relating, or referring to this contract, brochures, website, or any other literature concerning my trip, or the trip itself shall be resolved exclusively by binding arbitration according to the then existing commercial rules of Costa Rica as governed by Costa Rican law.

MISCELLANEOUS MATTERS: I understand that RICA SURF reserves the right to take photographic or film records of any of its trips and hereby agree that RICA SURF may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom RICA SURF may engage in joint marketing, without any remuneration to me. I hereby assign all right, title, and interest I may have or to any and all media in which my name or likeness may be used by RICA SURF.

I understand that RICA SURF reserves the right to refuse as a trip participant, or remove from a trip, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who it determines to detract from the enjoyment of the trip by others. I agree to follow all written and verbal rules of safety presented to me by RICA SURF. RICA SURF reserves the right to make route, hotel, itinerary and trip modifications as required or desirable to improve the trip quality and/or accommodate the comfort and well-being of guests.

KNOWING AND VOLUNTARY EXECUTION: I have carefully read and fully understand the content and legal ramifications of this Agreement as well as all the conditions stated in THE SMALL PRINT section of the current RICA SURF website, including but not limited to, those regarding cancellation and refund policies. If you must cancel your reservation, your cancellation fee will be determined according to the following formula: Number of days prior to trip start/Cancellation fee per person. 90+ days/\$50; 60-89 days/30% of trip price; 31-59 days/50% of trip price; 0-30 days/100% of trip price. Exceptions to this policy cannot be made for any reason, including but not limited to, weather, terrorism, civil unrest, personal, family or medical emergencies. I understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

No additions, deletions, or changes can be made to the release form, and signing it is a requirement for joining the trip.

We can only accept one signature per form.

Signature: Print Name: Date:

Parent of Guardian of a Minor: I, as a parent or guardian of the below named minor, hereby give my permission for my child or ward to participate in the trip and further agree, individually and on behalf of my child or ward, to the terms above.

Name of Minor: Signature of Releasor: Date:

Please return to RICA SURF before trip departure