



International Tandem Surfing Association

PLEASE REVIEW THE ITSA MEMBERSHIP AGREEMENT AND GENERAL RELEASE OF CLAIMS:

I acknowledge that I have (or my child has) requested membership in and/or participation in Events sanctioned by the International Tandem Surfing Association (ITSA) and/or International Surfers Association (ISA). I understand that participation in these Events can be dangerous. I freely agree to the following:

ASSUMPTION OF RISK

I am fully aware of the risks and hazards inherent in surfing, and of participating in ITSA/ISA Events. Such risks and hazards, include, but are not limited to, being hit by a surfboard, collision with other surfers on their boards; hitting the bottom of the ocean; water pollution; exposure to dangerous sea life; and drowning. I further understand that there is possibility of death or serious physical injury (e.g., paralysis) associated with surfing. I hereby voluntarily assume all risks of loss, damage, injury, or death that may be sustained by me (or my child) and any damage to any of my property (or my child's property) while I am (or my child) a participant in ITSA/ISA Events.

FITNESS FOR PARTICIPATION

I certify that I have (or my child has) adequate insurance to cover any injury or damage I may (or my child may) cause or suffer while participating in ITSA/ISA Events, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I (or my child) may have, including, but not limited to, pregnancy, heart condition, back problems, loss of consciousness, and /or epilepsy.

RELEASE, WAIVER AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in ITSA/ISA Events, I personally and for all of my personal representatives, agents, assign heirs, children and next of kin.

1. Hereby voluntarily release, waive, relinquish and discharge ITSA, Event organizers, Event promoters, Event sponsors, and their owners, officers, directors, agents, representatives, employees, sponsors, volunteers, participants, and all other persons or entries acting in any capacity on their behalf; and any event which is promoted, authorized or endorsed by ITSA (hereinafter all of the foregoing are referred to as "Releasees") from any and liability to me (or my child) for injury or loss to my (or my child's) person or property or my (or my child's) death, whether caused by the negligence of Releasees or otherwise, which arises out of or is related directly or indirectly to my (or my child's) participation or association with ITSA.

2. Hereby agree to indemnify and save and hold harmless the Releasees from any loss, liability, damage, or cost they incur directly or indirectly due to my (or my child's) presence at or due to any of my (or my child's) actions or omissions related to or arising out of my (or my child's) Event participation or association with ITSA and whether caused by the negligence of the Releasees or otherwise.

I expressly agree that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by applicable law.

RESPONSABILITIES AS AN EVENT PARTICIPANT

I agree that this Agreement covers my participation in any ITSA/ISA Event. I also agree that before entering any Event, I will sign and be bound by the terms of any and all release forms required by Event sponsors and that in addition I (or my child) will comply with rules and regulations of each event in which I (or my child) participate. I understand that I (or my child) may be denied entry into an Event if this Agreement and any Event agreements or releases are not signed by me prior to the Event. I further understand and agree that it is my own (or my child's) sole responsibility to 1) properly use surf equipment while a participant in ITSA/ISA Events and 2) obey all rules and regulations of ITSA. I understand and agree that situations may arise during ITSA/ISA Events, which may be beyond the immediate control of the Releasees, and that I (or my child) must at all times surf and behave in such a manner that does not endanger myself (or my child) or others.

PERMISSION TO USE IMAGE

I hereby grant the Releasees the right to use my (or my child's) photographic image, video image and reproductions of such images for any marketing promotion or commercial purposes in their sole discretion as they see fit without any financial reimbursement to me (or to my child).

MEMBERSHIP

I understand that membership of ITSA is from January 1st through December 31st of each calendar year, or part thereof, depending on the date of initiation of membership. I also understand that ITSA's responsibilities to me are limited to those listed in the Official ITSA Rule Book.

ARBITRATION OF CLAIMS; CONSENT TO JURISDICTION

Both ITSA and I agree that all claims, controversies and disputes arising out of or relating to directly or indirectly my (or my child's) participation in ITSA/ISA Events or association with ITSA any respect of this Agreement or any act which allegedly has or would violate any provisions of this Agreement will be submitted to final and binding arbitration as the exclusive remedy for any and all such claims, controversies, or disputes.

The arbitration will take place in Honolulu, Hawaii, before a mutually agreed upon arbitrator from L. Lee Law Firm, pursuant to the Streamlined Arbitration Rules and Procedures then in effect. Judgment upon any award rendered by the arbitrator may be entered in the Superior Court of Honolulu, State of Hawaii, which will have the exclusive jurisdiction thereof. The prevailing party in any proceeding brought to enforce the terms of this Agreement will be entitled to recover from the other party all damages, costs and expenses, including without limitation attorney's and arbitrator's fees, incurred as a result of such action. In agreeing to this arbitration, I understand and agree that I am (or my child is) waiving the right to a jury trial as to any issue(s) subject to this Agreement. Further, I voluntarily agree to subject myself (or my child) to the exclusive jurisdiction of the Superior Court of Honolulu, State of Hawaii, and no other jurisdiction, regardless of the location of my (or my child's) residence.

ENTIRE AGREEMENT; GOVERNING LAW

This agreement constitutes the full, complete and exclusive agreement between ITSA and me with respect to the subject matters herein. The validity of this Agreement and any of its terms and conditions as well as the rights and duties of the parties hereto will be governed and construed under the laws of the State of Hawaii without regard to conflict of law rules.

SEVERABILITY

In the event any provision of this Agreement is determined to be unlawful, such provision will be deemed to be severed from this Agreement and every other provision of this Agreement will remain in full force and effect.

I HAVE READ THIS ENTIRE AGREEMENT AND I AM AGREEING TO IT FREELY AND VOLUNTARILY PRIOR TO PARTICIPATION IN ANY ITSA/ISA EVENT. I UNDERSTAND THAT I AM (AND MY CHILD IS) LEGALLY BOUND BY THE TERMS AND PROVISIONS CONTAINED IN THIS AGREEMENT.

I Agree _____ (full name in capitals)

Signature _____

Date _____