

Waiver to Participate:

Liability Disclaimer & Notices: Please read carefully. I, individually and/or as a parent and/or guardian of the minor child identified, hereby acknowledge the following notices and grant to Gnome Surf the following release from liability: I acknowledge and fully understand that I, or my child, will be engaging in physical activities that may involve some risk of injury. I acknowledge and have been advised that it is my responsibility to consult with my or my child's physician with respect to any past or present injury, illness, health problem or any other condition or medication that may affect my or my child's participation. I assume the foregoing risks and accept full personal responsibility for any personal injuries sustained by myself and/or my child which might incur as a result of participating in this program. I discharge and hold harmless Gnome Surf, its owners, directors, members, employees, volunteers, instructors, and agents from any claim, cause of action or liability for damages arising from any personal injury to myself and/or my child, or other persons or property caused by myself and/or my child's participation with Gnome Surf. On behalf of myself and (if applicable) members of my family, in exchange for participation in the activity of Gnome Surf therapy organized by Gnome Surf, of 1510 Highland Ave, Fall River, MA 02720 and/or use of the property, facilities and services of Gnome Surf, I agree to the following terms and conditions: **AGREEMENT TO FOLLOW DIRECTIONS** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by employees or representatives or agents of Gnome Surf. **ASSUMPTION OF THE RISKS AND RELEASE** I hereby acknowledge that there are inherent risks associated with the surfing and swimming in the ocean and I understand that activities associated and engaged in by Gnome Surf (collectively the "Activities") take place outside and, consequently, participating in such activities are subject to factors and conditions that are outside of Gnome Surf's control. In consideration for my participation in the activities and programs engaged in and offered by Gnome Surf, I, on behalf of myself, personal representatives, heirs, spouses, children, or assigns, hereby voluntarily assume all risks associated with participation. In consideration for my participation in the activities and program engaged in and offered by Gnome Surf, I, on behalf of myself, personal representatives, heirs, spouses, children, or assigns, do hereby waive, release, discharge, and covenant not to sue Gnome Surf, its venue, volunteers, the directors, officers, employees, agents, and independent contractors of the foregoing (collectively "Released Parties") from any and all claims for the ordinary negligence, carelessness, action or inaction of the aforementioned persons or parties to the greatest extent permitted by the Commonwealth of Massachusetts. This agreement applies, without limitation, to personal injury, including death, arising out of my participation in the activities. **INDEMNIFICATION** I also agree to **HOLD HARMLESS AND INDEMNIFY** Gnome Surf and any or all of the Released

Parties from all claims against them resulting from my negligence, gross negligence or willful or reckless conduct in connection with my participation (or that of my minor participant) in this event. I further agree to pay Released Parties' expenses, including investigation and defense costs, attorneys' fees and indemnity payments, in the event that I, my spouse, children or anyone on my (or my children's) behalf, asserts a claim or lawsuit against Released Parties for injuries or damages arising out of my participation (or that of my minor participant) in this event. I acknowledge this agreement to pay specifically includes claims or lawsuits brought by, or on behalf of, any minor participant identified below on this form, including claims brought once the minor reaches the age of majority. .

FEES I agree to pay for all damages to the facilities of Gnome Surf caused by any negligent, reckless, or willful actions by myself or my family.

CONSENT I, Parent/ Guardian Name of (Address, City, State, Zip) consent to the participation of my (Relationship, Name of participant) in the activity of Gnome Surf from January 1, 2025 through December 31, 2025. I agree, on behalf of the above minor, to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of (Name of participant). I, my name (Address, City, State, Zip) consent to the participation in the activity of Gnome Surf from January 1, 2025 through December 31, 2025. I agree to all of the terms and conditions of this Agreement by signing this release of liability.

MEDICAL AUTHORIZATION In the event of an injury to myself and/or the above minor during the above described activities, I give my permission to Gnome Surf, and the employees, representatives and agents of Gnome Surf to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on January 1, 2025 and will remain in effect until terminated in writing by the undersigned or December 31, 2025, whichever occurs first. Gnome Surf shall have the following powers: The power to seek appropriate medical treatment or attention on behalf of myself and/or the above minor as may be required by the circumstances, including without limitations, that of a licensed medical physician and/or a hospital; The power to authorize medical treatment or medical procedures in an emergency situation; and The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

APPLICABLE LAW Any legal or equitable claim that may arise from participation in the above shall be resolved under Massachusetts law.

NO DURESS I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Gnome Surf has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

ARM'S LENGTH AGREEMENT This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement or any of its provisions, the Parties,

and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either “for” or “against” a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. ENFORCEABILITY I acknowledge and agree that the foregoing is intended to be as broad and inclusive as permitted by the Law of Massachusetts and that if any portion of this agreement is ruled invalid, it is agreed, notwithstanding, that the remainder of this agreement will retain its full force and effect. This agreement shall be interpreted and governed by the Law of Vermont and any legal action arising out of this agreement or my participation in this event must be brought in Massachusetts. COVID-19 Liability Waiver I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. I understand that Gnome Surf must comply with all state and local guidelines pertaining to Coronavirus/COVID-19 that apply to its operations. I further acknowledge that Gnome Surf has put in place preventative measures intended to reduce the spread of the Coronavirus/COVID-19. I also understand that CDC, state and local recommendations, guidelines and laws, as well as current scientific and medical knowledge, regarding this novel coronavirus are constantly evolving as new facts and research continue to emerge. I further acknowledge that Gnome Surf cannot guarantee that the participant will not become infected with the Coronavirus/COVID-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID_19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff and other participants and their families. I voluntarily seek surf lessons provided by Gnome Surf and acknowledge that there is an increasing risk to exposure to the Coronavirus/COVID-19. I acknowledge that the participant must comply with all set procedures to reduce the spread while the engaged activities with Gnome Surf. I hereby consent to the participant complying with any and all of Gnome Surf’s safety procedures, which may include temperature being taken and answering health questions that relate to symptoms of Coronavirus/COVID-19. I agree that I will immediately inform Gnome Surf staff in the event that the participant (or anyone living with the participant or me) has been exhibiting any symptoms of Coronavirus/COVID-19 or has been exposed to anyone who has tested positive for Coronavirus/COVID-19, or if the participant has had underlying medical conditions commonly associated with a higher risk of severe illness from Coronavirus/COVID-19. If any of the foregoing is true, please call or email Gnome Surf before attending any activities. On behalf of myself and the other Releasors, I hereby agree to indemnify, defend, and hold harmless the Releasees from and against any and all Losses from any damage, loss, injury (physical or mental), medical condition or death which may arise out of, relating to or in connection with any purported exposure to, infection with or transmission to a third party of, Coronavirus/COVID-19. I have read this description of

inherent risks, waiver of liability and indemnity agreement and acknowledge, represent & warrant that I understand I am giving up substantial legal rights, including my right to sue, and that (1) I am doing so voluntarily and (2) I am of 18 years or older and of sound mind, or if under 18, have discussed fully with m parent or guardian. I further agree and acknowledge that my signature below constitutes a complete assumption of the inherent risks of this event.