

INDEMNITY FORM
BILLABONG ISA WORLD SURFING GAMES 2009
PLAYA HERMOSA, COSTA RICA
July 31 – August 8, 2009

PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person who is taking part in the surfing competition, training, or training and competition related activities shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. As used herein, "ISA" refers to the International Surfing Association.
2. In consideration for undersigned being able to participate in the Billabong ISA World Surfing Games 2009 (hereinafter the "EVENT"). Undersigned states Participant is an experienced surfer, familiar with all the hazardous conditions, which exist in connection with the Event. Participant is aware that there are hazards that may exist in connection with the participation in the Event and Participant voluntarily participate in the Event with knowledge of those hazards.
3. The undersigned further states that Participant hereby assume the risk for any injuries that Participant may sustain in connection with Participant participating in these competitions, and Participant hereby fully release and forever discharge the ISA, ISA Officials and directors, Sponsors and Organizers of the Event, City, Province and Region, where applicable, and their respective agents and employees from all claims, damages, actions, suits or judgements that may result from any types of injury Participant may sustain while participating in these Events. Participant hereby indemnify and hold harmless the ISA, Sponsors and Organizers of the Event, City, County and State, where applicable, the sponsors, and their respective agents, employees, successors and assigns from any injury or death so sustained.
4. The undersigned assign to the promoters of said Event, ISA, Sponsors and Organizers of the Event, City, Province and Region, where applicable, the exclusive commercial use of all photographs and photographic reproductions, television broadcast and motion pictures taken of me during the surfing competition at Event, whether in or out of the water.
5. The undersigned agree to conduct him/herself in a professional sportsmanlike manner prior to, during, and after the surfing competition and while in the vicinity of the Event. Undersigned will not engage in any surfing activity near the contest area unless authorised to do so during the competition. Undersigned has had an opportunity to be appraised of and reviewed all the rules and regulations applicable to the competition and understand that any violation of these rules, or any unsportsmanlike conduct, will be cause for penalties which may take the form of a warning, a fine or immediate disqualification from this Event in the sole discretion of the Contest Director or the ISA Executive Committee.
6. The undersigned agree to compete and appear in competition attire provided by the sponsors from time of issue until completion of competition and during awards presentations.
7. The undersigned agrees to completely indemnify and hold harmless the ISA, and any of its parents, subsidiaries, agents, employees, or affiliates, against any claim or suit arising out of or related to Athlete's participation in programs, events, or competitions regulated by or subject to the rules or code of the World Anti-Doping Agency ("WADA"). Undersigned further agrees to completely indemnify and hold harmless the ISA, and any of its parents, subsidiaries, agents, employees, or affiliates, against any claim or suit arising out of or related to the ISA's participation in programs, events, or competitions regulated by or subject to the rules or code of WADA, including, but not limited to, claims or suits arising out of negligent or inadvertent release of Participant's private or confidential information. Undersigned understands and agrees that, by initialling and/or signing this document, Undersigned may be limiting or eliminating his or her legal rights and remedies.

Initial

8. Undersigned hereby certify under oath that Participant is a citizen of _____, and that Participant is aware of the ISA Rulebook regulations on eligibility for participation in ISA events as a member of my National Surfing Team. Participant is also aware that the penalty for a violation of these rules, including a false statement on Participant citizenship, includes a USD\$1,000 penalty, payable by the National Governing Body. The penalty for these violations also includes Participant removal from the competition, and the removal of Participant contest points from the final Team Championship calculation of the Team.

Initial

ASSUMPTION OF RISK

The undersigned further states that Participant assumes the risks for any injuries that Participant may sustain in connection with participation in the Event and Participant hereby fully releases and forever discharges the ISA, and the Sponsors and Organizers of the Event, including their respective directors, shareholders, agents, employees, successors, assigns, and affiliated organizations from any claims, damages, actions, suits, or judgments resulting from their negligence or other causes that may result from any injury or death that the undersigned may sustain while participating in the Event. Participant further agrees to completely indemnify and holds harmless the ISA, and the Sponsors and Organizers of the Event, including their respective directors, shareholders, agents, employees, successors, assigns, and affiliated organizations from any injury or death so sustained. The undersigned verifies Participant agreement to accept any and all risk or injury or death arising out of or related to the Event by signing this release form.

KNOWING AND VOLUNTARY EXECUTION

Undersigned has carefully read this agreement and fully understands its contents and signs it voluntarily with full knowledge of its significance. Participant is aware that this is a release of liability and a contract between Participant and the ISA, and the Sponsors and Organizers of the Event, including their respective directors, shareholders, agents, employees, successors, assigns, and affiliated organizations.

In consideration for allowing Participant to participate in the Event, the Undersigned AGREE THAT ANY AND ALL CLAIMS OR SUITS for injury and/or death arising from the Participant's participation in the Event shall be subject to the Court of Arbitration for Sport ("CAS") and decided pursuant to laws of the State of California. Any claim or suit shall be heard in the State of California, unless the parties agree otherwise or the CAS so requires.

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|--|-------------------|----------------------|--------------|
| PARTICIPANT INFORMATION | | | |
| _____ X _____ | | _____ | |
| LAST NAME, FIRST NAME, M.I. <i>(please print)</i> | | SIGNATURE | DATE |
| _____ | | _____ | |
| ADDRESS – Street Address/Mailing Address <i>(please print)</i> | | City, State Zip Code | |
| _____ | | _____ | |
| DATE OF BIRTH (MM-DD-YYYY) | EMERGENCY CONTACT | RELATION | PHONE NUMBER |
| _____ | _____ | _____ | _____ |
| E-MAIL ADDRESS | | | |
| _____ | | | |

| | | | |
|--|-------------------|----------------------|--------------|
| PARENT / LEGAL GUARDIAN | | | |
| _____ X _____ | | _____ | |
| LAST NAME, FIRST NAME, M.I. <i>(please print)</i> | | SIGNATURE | DATE |
| _____ | | _____ | |
| ADDRESS – Street Address/Mailing Address <i>(please print)</i> | | City, State Zip Code | |
| _____ | | _____ | |
| DATE OF BIRTH (MM-DD-YYYY) | EMERGENCY CONTACT | RELATION | PHONE NUMBER |
| _____ | _____ | _____ | _____ |
| E-MAIL ADDRESS | | | |
| _____ | | | |

| | | |
|--|--|-----------|
| TEAM MANAGER | | |
| I hereby certify that said participant completed this form under my supervision. | | |
| _____ X _____ | | _____ |
| LAST NAME, FIRST NAME, M.I. <i>(please print)</i> | | SIGNATURE |
| _____ | | _____ |
| DATE | | _____ |