

INDEMNITY FORM
BILLABONG ISA WORLD SURFING GAMES 2010
Lima, Peru
October 19 – October 27, 2010

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." If the Participant is under the age of 18, the term "Participant" shall include the Participant's parent(s), guardian(s), or any other person who signs this document on the Participant's behalf. As used herein, "ISA" refers to the International Surfing Association, including all directors, officers, employees, agents, affiliates, or assigns.

In consideration for Participant being able to participate in the Billabong ISA World Surfing Games 2010 (hereinafter the "Event"), Participant states he/she 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 which can cause serious injury or death, and Participant voluntarily agrees to participate in the Event with full knowledge of those hazards.

2. **ASSUMPTION OF RISK AND AGREEMENT NOT TO SUE:** Participant assumes the risks for any injuries or death that Participant may sustain in connection with the Event and Participant hereby agrees to fully defend, indemnify, release, hold harmless and forever discharge 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 (**including claims of negligence**) resulting from any injury or death that Participant may sustain in connection with the Event. Participant further agrees to fully defend, indemnify, release, hold harmless and forever discharge the City, Province or Region, where applicable.
3. Participant represents that he/she has the necessary physical fitness to participate in the sport of surfing and this Event, and the Participant further represents that he/she is not aware of any physical or medical conditions which could affect Participant's participation in the sport of surfing or this Event. The undersigned athlete authorizes disclosure of any medical information necessary to provide, coordinate, or manage the athlete's healthcare in relation to this Event.
4. Participant hereby agrees to assign the exclusive commercial use of all photographs and photographic reproductions, television broadcasts and motion pictures taken of Participant during this Event, whether in or out of the water, to the ISA and to the promoters, sponsors, or organizers of the Event, or the City, Province and Region, where applicable,
5. Participant agrees 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. Participant will not engage in any surfing activity near the contest area unless authorized to do so during the competition. Participant has had an opportunity to be appraised of and has reviewed all the rules and regulations applicable to the competition and Participant understands that any violation of these rules and regulations, or any unsportsmanlike conduct, will be cause for penalties which may take the form of a warning, a fine, disqualification from this Event, or any other penalty deemed appropriate in the sole discretion of the Contest Director or the ISA Executive Committee.
6. Participant agrees to compete and appear in competition attire provided by the sponsors from time of issue until completion of competition and during awards presentations.
7. Participant agrees to comply with any ISA request for testing by any Anti-Doping Organization selected for, or associated with the Event. Drug Testing will follow the World Anti-Doping Agency (WADA) guidelines and will be conducted on or around the final day of competition of this Event. Participant shall submit the Therapeutic Use Exemption form if necessary.
8. Participant 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. Participant understands and agrees that, by initialling and/or signing this document, Participant may be limiting or eliminating his or her legal rights and remedies
9. Participant certifies 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.

KNOWING AND VOLUNTARY EXECUTION

Participant 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 Participant AGREES THAT ANY AND ALL CLAIMS OR SUITS arising from or in any way connected with Participant's participation in the Event, including claims or suits related to drug-testing or claims or suits of negligence, 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.

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 | |