

AUSTIN SURF CAMP

Participant Agreement, Assumption of Risk, Release of Liability, Medical Authorization, and Binding Arbitration Agreement

PLEASE READ CAREFULLY. THIS IS A LEGAL AGREEMENT AFFECTING YOUR RIGHTS, INCLUDING THE RIGHT TO SUE IN COURT AND THE RIGHT TO A JURY TRIAL.

This Participant Agreement, Assumption of Risk, Release of Liability, Medical Authorization, and Binding Arbitration Agreement (“Agreement”) is entered into by and between Austin Surf Camp, its owners, co-founders, officers, members, managers, employees, captains, instructors, contractors, agents, representatives, vessel owners, affiliated entities, successors, and assigns (collectively, “Austin Surf Camp” or “Released Parties”), and the undersigned adult participant, booking party, parent, legal guardian, or authorized adult representative (“Participant,” “Parent/Guardian,” or “Booking Party,” as applicable).

By signing or electronically accepting this Agreement, I acknowledge and agree as follows:

1. Covered Activities

This Agreement applies to all Austin Surf Camp services, programs, sessions, charters, instruction, and related activities, including but not limited to:

- **Private Surf Session** — private wakesurf instruction for families, kids, adults, and mixed-age groups;
- **Private Boat Charter** — captain-led Lake Austin experiences involving wakesurfing, wakeboarding, tubing, cruising, swimming, floating, boarding, exiting, and related recreational activity;
- **Youth Surf Camp** — small-group youth wakesurf coaching for kids who join individually without booking a private group;
- all dockside activity, boarding, disembarking, vessel movement, water entry, water exit, equipment use, instruction, coaching, and transportation connected with the session.

All sessions are captain-led and subject to Austin Surf Camp’s safety rules, captain authority, weather conditions, water conditions, operational limitations, and applicable law.

All private sessions are limited to **six (6) guests maximum**, unless Austin Surf Camp expressly states otherwise in writing and applicable law allows. Anyone onboard counts as a guest, including adults, minors, parents, chaperones, siblings, spectators, and non-riding passengers.

2. Eligibility and Participant Requirements

I understand that participants must be physically and mentally capable of safely participating in water-based recreational activities.

Each participant must be able to:

- swim or remain safe in the water while wearing a properly fitted personal flotation device;
- follow verbal and visual instructions from Austin Surf Camp staff, captains, and instructors;
- wear required safety equipment when instructed;
- safely board, exit, sit in, and move around the vessel when directed;
- refrain from unsafe, reckless, intoxicated, or disruptive behavior.

For minors, a parent, legal guardian, or responsible adult approved by the parent/legal guardian must provide appropriate supervision as required by Austin Surf Camp. Austin Surf Camp may require a parent, guardian, or adult chaperone to remain present at the dock, on shore, or onboard for the duration of the session. If onboard, that supervising adult counts toward the six-guest maximum.

Austin Surf Camp may refuse, restrict, delay, or end participation for any person if, in the judgment of Austin Surf Camp, the captain, or staff, participation would create an unreasonable safety risk.

3. Acknowledgment of Inherent Risks

I understand and acknowledge that boating, wakesurfing, wakeboarding, tubing, swimming, and related water activities involve inherent and unavoidable risks. These risks exist even when reasonable care is used.

Risks include, but are not limited to:

- drowning or near-drowning;
- falling while wakesurfing, wakeboarding, tubing, swimming, standing, boarding, or exiting the vessel;
- impact with the water, vessel, dock, swim platform, board, rope, tube, equipment, another participant, another vessel, or a fixed or floating object;
- propeller-related hazards;
- rope entanglement;
- equipment malfunction, breakage, or improper use;
- changing weather, wind, waves, wakes, current, temperature, visibility, and water conditions;
- submerged, floating, or hidden objects;
- other vessels, personal watercraft, swimmers, docks, shoreline structures, or public waterway traffic;
- slips, trips, falls, cuts, bruises, sprains, fractures, concussions, spinal injury, paralysis, permanent disability, emotional distress, or death;

- the acts, omissions, carelessness, or negligence of other participants, guests, boaters, or third parties.

I understand that Lake Austin is a public waterway and that Austin Surf Camp cannot control all water, traffic, weather, environmental, or third-party conditions.

4. Assumption of Risk

I knowingly and voluntarily assume all inherent risks associated with participation in Austin Surf Camp activities.

For myself and, to the extent permitted by law, for any minor participant for whom I am signing, I accept responsibility for the risks of participation, including serious injury, permanent disability, death, and property damage.

I understand that Austin Surf Camp cannot guarantee safety, specific water conditions, specific weather conditions, a specific level of progression, or that injury will not occur.

5. Adult Release of Liability and Covenant Not to Sue

THIS SECTION APPLIES TO ADULT PARTICIPANTS, ADULT BOOKING PARTIES, PARENTS, LEGAL GUARDIANS, AND ANY ADULT SIGNING THIS AGREEMENT.

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, I, INDIVIDUALLY AND ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE THE RELEASED PARTIES FOR ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, COSTS, EXPENSES, OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO MY PARTICIPATION, MY PRESENCE, MY BOOKING, MY USE OF EQUIPMENT, MY PRESENCE ON OR AROUND THE VESSEL, OR ANY AUSTIN SURF CAMP ACTIVITY, INCLUDING CLAIMS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES.

This release includes, but is not limited to, claims for personal injury, bodily injury, illness, death, emotional distress, property damage, loss of services, loss of consortium, medical expenses, economic loss, and any other claim arising from ordinary negligence, premises liability, negligent instruction, negligent supervision, negligent operation, negligent maintenance, negligent rescue, negligent equipment selection, or negligent acts or omissions, to the fullest extent such claims may be released under Texas law.

6. Minor Participants and Parent / Guardian Acknowledgment

I understand that Texas law may not allow a parent or legal guardian to waive or release a minor child's own future personal-injury claims before an injury occurs.

Accordingly, this Agreement is not intended to release any claim of a minor participant to the extent such claim cannot be released under Texas law.

However, to the fullest extent permitted by law:

- I release and waive my own individual claims as a parent, legal guardian, booking party, or adult representative;
- I release and waive any derivative claims I may personally hold, including claims for medical expenses, loss of services, loss of consortium, emotional distress, or related parental claims;
- I confirm that I have authority to consent to the minor's participation;
- I agree that the minor must follow all safety rules, staff instructions, and captain instructions;
- I agree to the medical authorization, emergency contact, supervision, payment, damage, and booking terms in this Agreement.

Nothing in this Agreement shall be interpreted as an attempt to release liability for claims that Texas law does not permit to be released.

7. No Release for Gross Negligence, Willful Misconduct, or Intentional Acts

Nothing in this Agreement is intended to release or waive liability for gross negligence, willful misconduct, intentional misconduct, or any liability that cannot be released under applicable Texas or federal law.

8. Indemnity for Participant Conduct, Rule Violations, and Property Damage

To the fullest extent permitted by law, I agree to indemnify, defend, and hold harmless the Released Parties from any claims, damages, losses, costs, attorney's fees, or expenses arising out of or relating to:

- my violation of this Agreement;
- my violation of Austin Surf Camp safety rules;
- my intoxication or impairment;
- my intentional, reckless, or unsafe conduct;
- my failure to disclose relevant medical, physical, mental, swimming, or safety information;
- damage I cause to the vessel, equipment, dock, property, or third-party property;
- claims brought by guests, invitees, or participants whom I booked, invited, supervised, or brought to the session, to the extent such claims arise from my conduct, my representations, my failure to supervise, or my failure to ensure they completed required paperwork.

This indemnity does not require me to indemnify the Released Parties for their own gross negligence, willful misconduct, intentional acts, or any matter for which indemnity is prohibited by law.

9. Medical Representation and Duty to Disclose

I represent that each participant listed in my booking is physically and mentally capable of safely participating in the selected activity.

I agree to disclose any medical, physical, psychological, developmental, sensory, mobility, swimming, medication-related, allergy-related, seizure-related, cardiac, respiratory, or other condition that may affect participation or emergency response.

Participants requiring reasonable accommodations should notify Austin Surf Camp before the session so Austin Surf Camp can evaluate whether safe participation is possible.

Austin Surf Camp may refuse or modify participation if a condition, limitation, behavior, or lack of disclosure creates an unreasonable safety risk.

10. Medical Authorization

In the event of illness, injury, accident, or emergency, I authorize Austin Surf Camp, its captains, instructors, employees, contractors, and agents to contact emergency services and to seek or arrange medical assistance for me or the minor participant.

I understand that Austin Surf Camp does not provide medical care and does not guarantee the availability, quality, or outcome of emergency services.

I accept financial responsibility for all medical, ambulance, hospital, emergency, rescue, or related costs incurred for me or for any minor participant for whom I am signing.

11. Safety Rules and Captain Authority

I agree that all participants must follow Austin Surf Camp safety rules and all instructions from the captain, instructor, or staff.

The captain has final authority over the vessel, route, speed, water entry, water exit, tow activity, equipment use, weather decisions, safety decisions, participant conduct, and whether a session continues, pauses, changes, or ends.

Austin Surf Camp may immediately end participation without refund if any participant refuses to follow instructions, behaves unsafely, appears intoxicated or impaired, harasses staff or guests, damages property, violates law, or creates a safety concern.

12. Alcohol, Drugs, and Impairment

Austin Surf Camp does not provide alcohol.

No participant may participate in wakesurfing, wakeboarding, tubing, swimming, or other in-water activity while intoxicated or impaired.

No illegal drugs are permitted. No minor may possess or consume alcohol. No guest may pressure, encourage, or assist any unsafe or unlawful conduct.

Austin Surf Camp may deny boarding, deny participation, return to dock, or end the session if any participant appears intoxicated, impaired, unsafe, or disruptive.

13. Equipment

Austin Surf Camp may provide wakesurf boards, wakeboards, tubes, ropes, personal flotation devices, and other equipment.

I agree to use equipment only as instructed and to return all equipment in substantially the same condition, ordinary wear excepted.

I accept responsibility for equipment damage, loss, or destruction caused by intentional misuse, reckless conduct, violation of instructions, or failure to follow safety rules.

14. Media Release

I grant Austin Surf Camp permission to photograph, record, film, or otherwise capture images, video, audio, or likenesses of me or the minor participant during Austin Surf Camp activities and to use such media for marketing, promotional, educational, social media, website, advertising, and business purposes without compensation.

If I do not consent to media use for myself or a minor participant, I must notify Austin Surf Camp in writing before the session begins.

Austin Surf Camp agrees not to intentionally publish a minor participant's full name together with their image without additional permission.

15. Refunds, Weather, and Operational Changes

I understand that sessions may be modified, delayed, shortened, rescheduled, relocated, or canceled due to weather, water conditions, mechanical issues, safety concerns, law enforcement activity, public waterway closures, unsafe guest conduct, or captain judgment.

Austin Surf Camp's refund, cancellation, late-arrival, and rescheduling terms are stated in the Booking Terms and Charter Rules, which are incorporated into this Agreement.

16. Binding Arbitration and Jury Trial Waiver

PLEASE READ CAREFULLY. THIS SECTION AFFECTS LEGAL RIGHTS.

To the fullest extent permitted by law, any dispute, claim, or controversy arising out of or relating to this Agreement, a booking, payment, cancellation, participation, injury, death, property damage, instruction, charter, vessel activity, equipment use, or any act or omission involving Austin Surf Camp shall be resolved by final and binding arbitration.

The arbitration shall take place in Travis County, Texas, before one neutral arbitrator.

The arbitration shall be administered by the American Arbitration Association under its Consumer Arbitration Rules or Commercial Arbitration Rules, as applicable.

The arbitrator shall have authority to decide issues of interpretation, scope, applicability, enforceability, and formation of this arbitration agreement, except where applicable law requires a court to decide a specific issue.

I KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY.

I AGREE THAT CLAIMS SHALL BE BROUGHT ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION, COLLECTIVE ACTION, MASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR REPRESENTATIVE PROCEEDING.

Nothing in this section prevents either party from seeking temporary injunctive relief in a court of competent jurisdiction, bringing an eligible claim in small claims court, or reporting safety concerns to a governmental authority.

This arbitration agreement survives the completion of the session, cancellation, refund dispute, injury, death, or termination of the relationship between the parties.

17. Governing Law

This Agreement shall be governed by the laws of the State of Texas, without regard to conflict-of-law rules, except to the extent federal maritime law or other applicable federal law applies.

The Federal Arbitration Act shall govern the interpretation and enforcement of the arbitration provision to the extent applicable.

Venue for any permitted court proceeding shall be in Travis County, Texas, unless applicable law requires otherwise.

18. Electronic Signature

I agree that my electronic signature, typed name, checked box, online acceptance, or digital acceptance is legally binding and has the same legal effect as a handwritten signature.

19. Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

20. Entire Agreement

This Agreement, together with the Booking Terms and Charter Rules, Safety Rules Acknowledgment, and any Minor Participant Medical Authorization, constitutes the entire agreement between the parties regarding the subject matter covered.

I acknowledge that I have not relied on any oral statement, representation, or promise not contained in these documents.

21. Acknowledgment of Understanding

By signing or electronically accepting this Agreement, I confirm that:

- I have read this Agreement;
- I understand it;
- I understand that it affects legal rights;
- I am signing voluntarily;
- I have had the opportunity to ask questions before signing;
- I agree to be bound by its terms.

Adult Participant / Booking Party / Parent or Legal Guardian Name:

Participant Name(s):

Minor Participant Name(s), if any:

Emergency Contact Name and Phone:

Signature / Electronic Signature:

Date: _____