

**SURFBOARD EQUIPMENT DEMO/RENTAL, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK AGREEMENT  
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

**TO:** The Burton Corporation d/b/a Channel Islands Surfboards and its subsidiaries, affiliates and their respective owners, officers, directors, agents, employees, and/or representatives (collectively, "Channel Islands");

**ASSUMPTION OF RISK/WARNING:**

I am aware that surfing involves certain inherent risks, dangers and hazards which can result in serious personal injury or death. I HEREBY FREELY AGREE TO ASSUME AND ACCEPT ANY AND ALL KNOWN AND UNKNOWN RISKS OF INJURY WHILE USING THIS EQUIPMENT.

I FURTHER RECOGNIZE AND ACKNOWLEDGE THAT THE RISKS INHERENT IN THE SPORT OF SURFING CAN BE GREATLY REDUCED BY TAKING LESSONS, SURFING WITHIN MY ABILITIES AND USING COMMON SENSE AT ALL TIMES.

**RELEASE AND WAIVER OF CLAIMS AGREEMENT:** In consideration of the loan/rental to me of the listed surfing equipment, I hereby agree as follows:

1. **TO ACCEPT FOR USE AS IS,** the equipment described in this Agreement, and to keep it in my possession at all times;

2. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Channel Islands;

3. **TO RELEASE** Channel Islands from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my use of the equipment described in this Agreement, due to any cause whatsoever, including negligence or breach of contract on the part of Channel Islands in the design, manufacture, selection, installation,

maintenance or adjustment of the equipment.

**ARBITRATION:** In further consideration of the loan/rental to me of the listed surfing equipment, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against Channel Islands arising from any use of the listed surfing equipment. The arbitration shall be pursuant to the rules of the American Arbitration Association. The submission to the American Arbitration Association shall be unlimited and the arbitration award may be enforced by any court of competent jurisdiction. Arbitration shall be commenced within one (1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in Burlington, Vermont, unless otherwise mutually agreed to by all the parties. **THE PARTIES TO THIS AGREEMENT UNDERSTAND THIS SECTION CONTAINS AN AGREEMENT TO ARBITRATE. THIS AFTER SIGNING THIS**

**AGREEMENT, EACH PARTY UNDERSTANDS IT WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THIS SECTION, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, EACH PARTY AGREES TO SUBMIT SUCH DISPUTE TO IMPARTIAL ARBITRATORS IN ACCORDANCE WITH THIS SECTION.**

**BINDING EFFECT OF AGREEMENT:** In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.

**ENTIRE AGREEMENT:** In entering into this Agreement, I am not relying upon any oral or written representations other than what is set forth in this Agreement.

**EQUIPMENT USER Please fill in completely, printing as neatly as possible**

Signature of User of Equipment \_\_\_\_\_ Signature of Parent or Guardian if User Under the Age of 18 \_\_\_\_\_

Name \_\_\_\_\_ (First) \_\_\_\_\_

(Last) \_\_\_\_\_

Address \_\_\_\_\_

(Street) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_

Weight \_\_\_\_\_ Date of Birth \_\_\_\_\_ Sex \_\_\_\_\_

Email \_\_\_\_\_

DL# \_\_\_\_\_

Credit Card # \_\_\_\_\_ Exp Date \_\_\_\_\_

**PRODUCTS TESTED**

BOARD 1 BOARD 2 BOARD 3

Model \_\_\_\_\_

Serial No. \_\_\_\_\_

**THE LISTED EQUIPMENT HAS BEEN INSPECTED TO ASSURE THAT IT IS IN GOOD CONDITION AND THAT ALL HARDWARE IS PROPERLY TIGHTENED.**

Signature of Rep. \_\_\_\_\_