



RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

1. ACTIVITIES AND ASSOCIATED RISKS: I have freely chosen to participate in the following activity:

(hereinafter referred to as “e-foiling Activities”), which is organized by TrinE-foil Limited. I understand that:

e-foiling Activities are inherently hazardous, and I may be exposed to dangers and threats, including but not limited to the following: unpredictable ocean or river currents, collisions, lightning, hypothermia, hostile or aggressive wildlife, venomous or disease-carrying animals, effluent, communicable diseases, exposure to pollutants which could cause life-threatening reactions, drowning, death, falls, fractures, concussions, dangerous or unanticipated weather, overexertion, overheating, injuries from my lack of fitness or conditioning, equipment failures, or my failure to wear a personal flotation device or use other protective gear, and negligence of others; as a consequence of these risks and other risks associated with the e-foiling Activities that may not be listed here, I may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged; hospital facilities, qualified medical care, and emergency medical evacuation may be delayed, limited, or unavailable during portions of the e-foiling Activities; and TrinE-foil Limited assumes no responsibility for providing medical care during or after the e-foiling Activities, and I will have to pay for any medical care and/or evacuation that I incur.

In consideration of the permission to participate in the e-foiling Activities, I agree to the terms contained in this document.

2. ASSUMPTION OF THE RISKS: I hereby freely assume the inherent risks as well as any other risks not listed that are part of these e-foiling Activities, and any harm, injury, illness, or loss that may occur to me or my property as a result of my participation in e-foiling Activities or during any transportation to or from e-foiling Activities—including any harm, illness, or loss caused by the negligence of TrinE-foil Limited, its employees, agents and officers, its proxies, and other e-foiling Activities participants. I also understand that any equipment that I provide or may borrow or rent from TrinE-foil Limited or any other provider I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

3. RELEASE OF LIABILITY: I hereby **RELEASE TrinE-foil Limited**, its employees, agents, officers, and proxies, the providers of any equipment used in e-foiling Activities, land owners, municipal or governmental providers of use permits, and their respective employees, officers, and directors (“the Released Parties”) **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, illness, death, loss or harm that occur to me** or to any other person or to any property during e-foiling Activities or in any way related to e-foiling Activities, including during transportation to or from e-foiling Activities. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This RELEASE does not extend to claims that Trinidad and Tobago law does not permit to be released by Agreement. I also agree **NOT TO SUE** or make a claim against the Released Parties for death, injuries, loss or harm that occur during e-foiling Activities or are related in any way to e-foiling Activities.

4. INDEMNIFICATION HOLD HARMLESS AND DEFENSE: I promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this Agreement applies, including claims for their own negligence. I also promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during e-foiling Activities. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney’s fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this Agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

Read BOTH SIDES carefully before signing.

5. AGREEMENT TO FOLLOW DIRECTIONS: I agree to follow the rules for the e-foiling Activities provided to me and to follow directions given to me by TrinE-foil personnel.

6. USE OF MY LIKENESS: I understand that during e-foiling Activities I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to TrinE-foil Limited and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

7. SEVERABILITY: I agree that the purpose of this Agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by Trinidad and Tobago law. I agree that if any portion or provision of this Agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the Agreement.

8. APPLICABLE JURISDICTION: This Agreement shall be construed in accordance with the laws of of Trinidad and Tobago.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THAT THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Signature of Participant: _____

Date: _____

Name Printed: _____

Date of birth: _____

If participant is a minor, signature of parent or responsible adult is required below:

In consideration of the minor child being permitted to participate in e-foiling Activities, I accept and agree to the full contents of this Agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding these e-foiling Activities. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties** (defined in Section 3) **from all liabilities and claims that arise in any way from any injury, illness, death, loss or harm that occurs to the minor child** during e-foiling Activities or in any way related to e-foiling Activities. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this Agreement is intended to release claims for liabilities that Trinidad and Tobago law does not permit to be excluded by Agreement.

Parent/Guardian Signature: _____

Name Printed: (relationship): _____

Date: _____