

SURF EXPEDITION INC. – PARTICIPANT AGREEMENT

This Participant Agreement (“Agreement”) is entered into between **Surf Expedition Inc.**, a corporation incorporated in the Republic of Panama, together with its employees, organizers, guides, partners, suppliers, contractors, service providers, and affiliated entities (collectively referred to herein as “Surf Expedition Inc.”), and the undersigned individual (the “Participant”).

By signing below, the Participant acknowledges having read, understood, and voluntarily agreed to the following terms and conditions.

1. Mandatory Travel Insurance

1.1 All Participants must hold valid medical travel insurance providing at least:

- (a) USD 50,000 coverage for accident, injury, illness (including Covid-19), and death;
- (b) USD 100,000 coverage for emergency evacuation / repatriation;
- (c) USD 100,000 coverage for civil liability; and
- (d) explicit coverage for surfing and water activities.

1.2 Proof of insurance (policy number and insurer name) must be provided **no later than 15 days before departure** and may be requested upon arrival.

1.3 Failure to provide such proof may result in denial of participation without refund.

1.4 Surf Expedition Inc. assumes no responsibility for any medical costs, evacuation, or loss.

2. Media Rights and Consent. The Participant consents that photographs, film, or video taken during the trip may be used by Surf Expedition Inc. for marketing or promotional purposes, without compensation or further authorization. This consent applies globally and without any limitation.

3. Surfboard Rental and Damage.

3.1 Participants renting surfboards shall sign a rental form upon arrival.

3.2 The Participant agrees to pay repair or replacement costs ranging from **USD 10 to USD 1000**, depending on the extent of damage and value of the surfboard.

4. Deposits, Cancellations, and Refunds.

4.1 Deposits are **non-refundable**, except if Surf Expedition Inc. cancels a trip for insufficient enrollment.

4.2 The Participant understands and agrees that all deposits and payments made to Surf Expedition Inc. are **non-refundable** in the event of personal cancellation for any reason, including illness, injury, or travel restrictions. The Participant acknowledges that it is their responsibility to obtain **trip cancellation and interruption insurance** to recover any non-refundable amounts if unable to attend. All communications regarding cancellations must be submitted in writing to **info@surfexpedition.com**

4.3 If a trip is cancelled under Section 10 (Force Majeure), no refund is owed for unused services.

5. Swimming Ability. Participation in any surfing program requires the ability to swim at least **50 meters unassisted** and without any flotation device.

6. Travel Documents and Visas

6.1 Each Participant must hold a passport valid for:

- (a) six months prior to entry into **Nicaragua, Indonesia, or Panama**; and
- (b) three months prior to entry into **Costa Rica**.

6.2 Participants must obtain all required visas and entry authorizations.

6.3 Example guidelines (subject to change):

- Indonesia: two blank pages; 30-day visa fee ≈ IDR 500,000 (USD 35) plus IDR 150,000 arrival fee via Bali.
- Nicaragua & Panama: proof of onward travel within 90 days.
- Costa Rica: proof of departure within 180 days.

6.4 Surf Expedition Inc. bears no responsibility if entry is refused by authorities.

7. Code of Conduct and Authority

7.1 Participants must follow all instructions from guides and staff.

7.2 Surf Expedition Inc. reserves the right to remove any Participant whose behavior endangers others or disrupts the group, without refund.

7.3 The decisions of guides concerning safety and well-being are final.

8. Minimum Enrollment and Force Majeure

8.1 If minimum participation is not reached **21 days before departure**, Surf Expedition Inc. may (a) cancel the trip with refund per cancellation policy, or (b) offer continuation at an adjusted price.

8.2 Trips may be cancelled due to events of **force majeure**, including war, unrest, pandemic, natural disaster, fire, flood, strike, currency fluctuation, or other events beyond control.

8.3 In such events, unused services are non-refundable, and Participants should rely on insurance. Surf Expedition Inc. may, at its sole discretion, offer a credit or alternative dates as goodwill without creating any obligation to do so.

9. Medication and Customs

9.1 Medications must remain in original packaging with prescriptions available for inspection.

9.2 Participants are responsible for compliance with customs and health regulations of all countries visited.

10. Additional Costs and Taxes

10.1 Participants must provide adequate personal funds for meals, optional activities, and local taxes.

10.2 Example taxes (subject to change): USD 10 entry into Nicaragua; USD 29 exit tax from Costa Rica.

10.3 Late payments incur a **USD 50 fee**.

11. Accommodation Standards. Participants understand that lodging standards in destination countries may differ from developed nations; amenities such as hot water, air conditioning, or internet access may be limited or unavailable.

12. Third-Party Activities

12.1 Optional activities (e.g., volcano boarding, abseiling, horseback riding, sailing, trekking, yoga) are provided by independent local suppliers.

12.2 Such suppliers may require signing additional disclaimers.

12.3 Surf Expedition Inc. is not responsible for accidents or injuries arising from these activities.

13. Age and Alcohol Policy

13.1 Trips are intended for participants 18 years or older. Exceptions may be granted for 17-year-olds with written parental consent.

13.2 Family retreats in Costa Rica may include teenagers 12 years and older.

13.3 Events in Nicaragua may include venues serving alcohol. Surf Expedition Inc. does not supervise consumption by minors.

14. Prohibited Substances

14.1 Possession or transport of illegal drugs, including marijuana, is strictly prohibited.

14.2 Penalties in Nicaragua, Indonesia, and Panama are severe and may include imprisonment.

14.3 If a Participant is detained, Surf Expedition Inc. cannot intervene beyond notifying the emergency contact.

14.4 All legal, bail, and related costs remain the Participant's sole responsibility.

15. Health and Safety Obligations

15.1 Participants must disclose any medical condition, allergy, or injury that may affect safe participation.

15.2 The Participant acknowledges that surfing and travel carry inherent risks and assumes personal responsibility for decisions made on site.

16. Acknowledgment and Acceptance.

I have read and understood the foregoing terms. I acknowledge that participation is voluntary and that I am bound by this Agreement once signed.

I agree to comply with the rules, instructions, and policies of Surf Expedition Inc. and accept all associated risks.

17. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the **Republic of Panama**. The parties irrevocably submit to the exclusive jurisdiction of the courts of **Panama City, Republic of Panama**, for any claim or dispute arising out of or related to this Agreement.

Participant Information and Signature

Full Name _____ Date of Birth _____

Phone _____ Email _____

Emergency Contact

Name _____ Phone _____ Email _____

Insurance Company Name _____ Assistance Tel _____

Insurance Policy # _____

Participant's Signature _____ Date _____

SURF EXPEDITION INC. – LIABILITY RELEASE & HEALTH DECLARATION

This Liability Release and Health Declaration (“Release”) is made between **Surf Expedition Inc.**, a corporation incorporated in the Republic of Panama, together with its employees, guides, partners, suppliers, contractors, service providers, and affiliated entities (collectively referred to as “Surf Expedition Inc.”), and the undersigned individual (the “Participant”).

By signing below, the Participant acknowledges having read, understood, and voluntarily agreed to the following provisions.

Important: Surfing and related activities involve inherent risks that may cause injury or death. By signing below, you acknowledge these risks and release Surf Expedition Inc. from liability.

1. Hazard Identification and Inherent Risks

1.1 The Participant acknowledges that surfing and related activities inherently involve risk of serious injury or death.

1.2 Examples of such risks include, without limitation:

- (a) Injuries from falls, collisions, or impact with surfboards, reefs, rocks, or other persons;
- (b) Cuts, sprains, fractures, concussions, and other bodily harm;
- (c) Drowning, hypothermia, exhaustion, or sunstroke;
- (d) Dangerous marine life or falling tree branches or coconuts;
- (e) Remote or delayed medical assistance and evacuation limitations;
- (f) Weather-related hazards, unpredictable ocean behavior, or natural disasters; and
- (g) Loss or theft of personal property.

1.3 The Participant understands that Surf Expedition Inc. cannot guarantee safety and accepts full responsibility for personal risk.

1.4 Personal Declaration of Awareness. I, the undersigned Participant, declare that I am fully aware of the dangers, risks, and hazardous conditions associated with surfing and all related activities conducted during this trip. I understand these risks may result in injury, illness, or death, and I voluntarily choose to participate, fully assuming all such risks.

2. Assumption of Risk and Waiver of Liability

2.1 The Participant knowingly and voluntarily assumes all inherent risks, whether known or unknown, foreseeable or unforeseeable, arising out of participation in any Surf Expedition Inc. activity.

2.2 The Participant hereby releases, waives, and forever discharges Surf Expedition Inc., its officers, employees, contractors, guides, suppliers, and affiliates from any and all liability, claims, or causes of action, including those resulting from negligence.

2.2(a) Negligence Waiver

This release and waiver expressly include claims arising from the *ordinary negligence* of Surf Expedition Inc., its officers, employees, guides, contractors, suppliers, and affiliated entities, as well as any acts or omissions of third-party service providers engaged in connection with the trip.

2.3 This waiver extends to injuries, property loss, or death occurring during or after participation, on or off premises, including in transportation provided by Surf Expedition Inc. or third parties.

3. Indemnification

3.1 The Participant agrees to indemnify, defend, and hold harmless Surf Expedition Inc. from any claims, damages, costs, or expenses (including attorney fees) arising from:

- (a) the Participant’s actions or omissions;
- (b) breach of this Release; or
- (c) injuries to others resulting from the Participant’s conduct.

4. Health Status Disclosure

4.1 The Participant confirms that all medical information provided is complete and accurate.

4.2 The Participant must disclose any conditions such as heart, lung, joint, vision, hearing, or psychological limitations that could affect safety or performance.

4.3 If such disclosures are made, the Participant acknowledges additional risks may exist and voluntarily accepts them.

5. Health & Medical Disclaimer

5.1 The Participant confirms:

(a) He/she is in good physical and mental health and capable of safely participating in surfing and water-related activities.

(b) All allergies, injuries, and medical conditions will be disclosed to Surf Expedition Inc. prior to participation.

(c) He/she understands that retreats and surf camps are located in remote regions with limited or delayed access to emergency medical care.

(d) The Participant assumes full responsibility for any and all consequences or costs associated with medical emergencies.

6. Emergency Medical Authorization

6.1 The Participant authorizes Surf Expedition Inc., its employees, or contractors to administer first aid or to arrange emergency transportation (ambulance, boat, helicopter, or other means) to a medical facility if deemed necessary.

6.2 The Participant agrees that all resulting expenses, including transportation and treatment, are the sole responsibility of the Participant.

7. Material Liability Release

The Participant waives any right to claim compensation for damage, theft, or loss of personal property, including surfboards or rental equipment, whether due to negligence or other cause.

8. Information Confirmation and Risk Acceptance

8.1 The Participant declares having read this Release, understood all risks, and had the opportunity to ask questions.

8.2 The Participant accepts these risks and commits to adopting prudent and preventive behavior to safeguard personal safety and that of others.

9. Governing Law and Jurisdiction

9.1 This Release shall be governed by and construed in accordance with the laws of the Republic of Panama. The parties irrevocably submit to the exclusive jurisdiction of the courts of Panama City, Republic of Panama, for any claim or dispute arising out of or relating to this Release.

9.2 Dispute Resolution. Before initiating any legal proceedings, the parties agree to first attempt to resolve any dispute arising from this Release through mediation in Panama City, Republic of Panama. If mediation fails to reach resolution within thirty (30) days, the matter may then be submitted to the competent courts of Panama City.

10. Severability

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

11. Entire Agreement

This Release, together with the Participant Agreement, constitutes the entire understanding between the parties and supersedes all prior communications regarding liability and health disclosure.

12. Acknowledgment of Understanding

The Participant acknowledges that this Release limits legal rights, including the right to sue Surf Expedition Inc. or its representatives for negligence or any cause of action arising from participation. The Participant affirms signing voluntarily and with full knowledge of its significance.

I CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS DESCRIBE ABOVE. I KNOW THIS IS A LIABILITY RELEASE AND A CONTRACT AND I AGREE TO SIGN IT OF MY OWN FREE WILL.

13. HEALTH STATUS

Sex: ☐ M ☐ F Age: _____ Height _____ Weight _____ (for surfboard pre-selection purposes)

Allergies/Intolerances (food, insect, medication): ☐ YES ☐ NO / If so, please specify:

Special Diet ☐ Vegan, ☐ Vegetarian, ☐ Pesco-vegetarian, ☐ Poultry ok, but no red meat

☐ Other requests _____

(We will try to adjust our meals at our camp in Costa Rica. Nicaragua and Indonesia have some limited options.)

Are you pregnant? ☐ YES ☐ NO / If yes, how far along are you? _____

If yes, have you validated with your physician that you can safely partake in surfing activities ☐ YES ☐ NO

Do you take any medicine? ☐ YES ☐ NO / If so, specify the name and its dosage:

Do you have any health problem, a behavioural or emotional condition that could limit you in practicing the activity you are about to sign up for? (ex: breathing or heart problems, diabetes, vision / hearing problems, fear of water / past traumatic experience in the water/ movement restrictions, frequent shoulder dislocation, recent knee surgery, etc.)

☐ YES ☐ NO / If so, specify: _____

If you answered yes to any questions, you must discuss with Surf Expedition's staff when filling this form.

Participant Information and Signature

Full Name _____ Date of Birth _____

Address _____

City _____ Province/State _____ Postal Code _____

Phone _____ Email _____

Signature _____ Date of Signature _____

(If participant is under the age of 18)

I, the parent or legal guardian of the above-named minor, have read and fully understood this Liability Release and Health Declaration. I consent to the minor's participation and accept all risks on their behalf. I hereby agree to release and indemnify Surf Expedition Inc. from any and all liability arising from the minor's participation.

Parent/Guardian Name: _____ Email _____

Signature: _____ Date of Signature: _____

TRAVEL INFORMATION FORM (ARRIVAL & DEPARTURE LOGISTICS)

This form is intended to facilitate your travel arrangements for the Surf Expedition retreat or surf coaching program. It is not a legal document and does not modify the Participant Agreement or Liability Release previously signed.

1. Arrival Details

1.1 International Arrival in Indonesia

Arrival Date: _____

Arrival Time: _____

International Airline: _____

Flight Number: _____

1.2 First Night Accommodation in Indonesia (if applicable)

Name of Hotel or Airbnb: _____

City / Town: _____

1.3 Transfer to Padang

Regional Airline name _____

Arrival Flight Number _____

Arrival Flight Time in Padang _____

2. Departure Details

☐ I will require a hotel room on the 26th of October in Padang; or

☐ I will stay longer in the Mentawai and organize my own accommodation after the departure from the last resort on October 26th.

Departure Flight Date & Time _____

3. Contact Information During Travel

Mobile / WhatsApp number reachable during travel: _____

4. Confirmation

I confirm that the above information is accurate to the best of my knowledge. I understand that Surf Expedition Inc. is not responsible for missed connections or transportation delays outside of its control.

Important Notes:

- Participants are responsible for verifying flight schedules prior to travel.
- Surf Expedition Inc. cannot be held responsible for additional expenses resulting from delays, cancellations, or missed connections.
- Personal data is collected solely for operational purposes and will not be shared outside Surf Expedition Inc. or its service providers.
- All communications regarding trip cancellation or insurance should be received via our official email: info@surfexpedition.com

Signature _____ Date _____