



## WAIVER OF CLAIMS AND ASSUMPTION OF RISK

This Waiver of Claims and Assumption of Risk (the “Waiver”) is executed on this date noted by the signed dated below by the undersigned (the “Customer”), in favor of Diamond eFoils, LLC and MHL Custom, Inc. doing business as “Lift Foils”, and their respective subsidiaries, affiliates, directors, officers, members, managers, employees, agents, successors and assigns (collectively, the “Representative”). Customer does hereby, voluntarily, and without duress execute this Waiver under the following terms:

1. The Customer has agreed and desires to participate in the demonstration, trial, training and appraisal of the electric powered hydrofoil surfboard known as the “Lift eFoil” (the “Activity”), designed and manufactured by MHL Custom, Inc. (the “Company”) with offices located in Aguadilla, Puerto Rico. The Representative, and its employees and agents, have agreed to provide the information, demonstrations, trial and training to the Customer in the use of the “Lift eFoil”. The Customer has requested such information, demonstration, trial and training for the purpose of determining both its interest in the product, and, after purchase, obtaining an understanding regarding the proper use of the “Lift eFoil”.
2. Release and Waiver: In consideration of Customer being permitted to engage in the Activity, the Customer on behalf of itself and any of its respective subsidiaries, affiliates, directors, officers, members, managers, employees, agents, users, customers, purchasers, renters, successors and assigns does hereby release and forever discharge and hold harmless the Representative and Company from any and all liability, claims, and demands of whatever kind or nature, including personal injury or death, either in law or in equity, which arise or may hereafter arise from participation in the Activity or use of the “Lift eFoil” or which may arise from the information, demonstrations, trial and training provided to the Customer by the Representative or Company in the use of the “Lift eFoil”, including, but not limited to, Customer’s: (a) participation in the Activity or use of the “Lift eFoil” by Customer and (b) participation by Customer in the Activity offered by the Representative or Company including trial, training and demonstration of the “Lift eFoil”. Customer understands that this release discharges the Representative and Company from any liability or claim that Customer, and any of its respective subsidiaries, affiliates, directors, officers, members, managers, employees, agents, users, customers, purchasers, renters, successors and assigns may have, against the Representative or Company, with respect to bodily injury, personal injury, illness, death, or property loss or damage that may result from any of the above activities, whether caused by the negligence of the Representative, Company, or otherwise. Customer also understands that the Representative or Company does not assume any responsibility for or obligation to provide financial assistance or other

assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness to Customer and any of its respective subsidiaries, affiliates, directors, officers, members, managers, employees, agents, users, customers, renters, successors and assigns.

3. Customer agrees to obtain a signed release and waiver from any person, renter, purchaser or customer who is permitted by Customer to use, purchase or rent the "Lift eFoil" which said release and waiver shall provide that any such renter, user or customer assumes the risk involved in the Activity or use of the "Lift eFoil". Customer agrees to indemnify and hold the Representative and Company harmless from any liability for personal injury or death, including, but not limited to, any damages, costs, interest, legal fees or other damages or expenses which are incurred by Representative or Company and which arise from participation in the Activity or use of the "Lift eFoil" by Customer and its respective subsidiaries, affiliates, directors, officers, members, managers, employees, agents, users, customers, purchasers, renters, successors and assigns. Customer assumes all liability for personal injury or death caused to any person permitted by Customer to use the "Lift eFoil" or participate in the Activity, including any renters, purchasers or customers of the Customer, and shall indemnify and hold the Representative and Company harmless for any damages, costs, interest, legal fees or other damages or expenses which are incurred by Representative.
4. Assumption of Risk: Customer understands that participation in the Activity or use of the "Lift eFoil" is inherently dangerous and that there are risks associated with the Activity and use of the "Lift eFoil" including, but not limited to, the risk of serious personal injury, property damage or death. Customer, on behalf of itself and its respective subsidiaries, affiliates, directors, officers, members, managers, employees, agents, users, customers, purchasers, renters, successors and assigns ACKNOWLEDGES THAT IT IS VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, PROPERTY DAMAGE, OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE REPRESENTATIVE, COMPANY OR OTHERWISE. Customer on behalf of itself and its respective subsidiaries, affiliates, directors, officers, members, managers, employees, agents, users, customers, purchasers, renters, successors and assigns hereby assumes full responsibility for any and all injuries or damages arising from those risks.
5. Claims: Neither Customer nor any of its, subsidiaries, affiliates, directors, officers, members, managers, employees, agents, successors and assigns, will make a claim of any kind against the Representative or Company and/or its Releasees for loss damages on account of injury, property damage, death, negligence or breach of contract, including any continued or derivative damages, compensatory, punitive or equitable damages, that arise or may arise in connection with the Activity.
6. Entire Agreement: This Agreement constitutes the sole and entire agreement between the Representative and Customer with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other

jurisdiction. This Agreement is binding on and shall inure to the benefit of Representative and Company and their subsidiaries, affiliates, directors, officers, members, managers, employees and agents.

7. PROMOTIONAL RELEASE: In addition, consideration of being permitted to engage in the activity and use the "Lift eFoil", I hereby permit the Representative to use Customer's name, image, and likeness for promotional purposes included the name, image and likeness of any of Customer's employees or agents. The Representatives promotional mediums include but are not limited to print, trade magazines, trade shows, radio, video, television and the Internet. I acknowledge that I have read this release and waiver and fully understood its contents. I voluntarily agree to the terms and conditions stated above.

**By signing below, the undersigned, on behalf of the Customer, acknowledges that he/she has read this Waiver and understands the rights that he/she is waiving, on behalf of the Customer, by signing it. The undersigned is authorized to sign this waiver on behalf of the Customer. Customer acknowledges that it is releasing substantial legal rights including any right to sue the Representative or Company.**

#### **Customer Information & Signature**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email