

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

Major Surf Corp (“MSC”), through its representative, Captain James Fulbright, is offering a tanker surf charter service in Galveston Bay, Texas, to: _____ (the “Undersigned”), on or about _____. The tanker surf charter service consists of a package of activities designed to enable the Undersigned to, among other things, be guided to and surf the waves created by passing container ships, tankers, car carriers and other vessels, also described as “tanker surfing”, along the Galveston and Houston Ship Channel. The Undersigned desires to participate in the tanker surf charter service. The tanker surf charter service also includes the following: transportation to and from the boat or vessel if needed, *a registered boat or vessel captain* (and crew, if required), a shallow water draft bay boat or vessel, expertise concerning, and guide services to all of the surfing locations in Galveston Bay, 2 surfboards and reasonably sufficient fuel, ice and water for the allotted time. The Undersigned understands and acknowledges that participation in the tanker surf charter service is an inherently dangerous activity, exposing the Undersigned to personal injury, including death, from risks and perils, including but not limited to, transport to and from the boat or vessel, boarding and embarkation from the boat or vessel, drowning, shark bite, jelly fish stings, sting ray barbs, heat stroke and sun overexposure, lightening strikes, hypothermia, allergic reactions, stroke, heart attack, skin lacerations, broken bones, spine, head and neck injuries, water born and air born diseases, being separated from the boat or vessel, falling on deck, falling off the boat or vessel, boat or vessel collisions or allisions, boat and vessel malfunctions of all types, including, but not limited to, motor malfunctions or deficiencies of captain and any crew, and any other possible scenario or perils associated with boating, surfing, fishing or swimming that results or could result in injury or death, and that neither MSC nor Captain James Fulbright, has made any independent examination of, nor makes any representations or warranties concerning the tanker surf charter, safety issues or the facilities, equipment, boats vessels or persons associated in any way or capacity with the tanker surf charter.

THEREFORE, IN CONSIDERATION OF THE FOREGOING AND IN RECOGNITION THEREOF, the Undersigned hereby executes this Waiver, Release and Indemnification Agreement (the “Agreement”) in favor of MSC, its partners, owners, officers, directors, employees, agents and representatives, including, but not limited to, Captain James Fulbright, their successors and assigns (the “MSC Indemnitees”), pursuant to which the Undersigned for themselves, and for and on behalf of their estate, heirs, executors, administrators or assigns voluntarily releases, discharges, waives and relinquishes any and all claims, actions or causes of action against the MSC Indemnitees for personal injury, including death, or property damage, howsoever caused and regardless of willfulness or intent, to the Undersigned arising out of or incident to engaging in the tanker surf charter or any activities incidental thereto, wherever or however the same may occur and for whatever period the tanker surf charter may continue.

The Undersigned also agrees for themselves, and for and on behalf of their estate, heirs, executors, administrators or assigns to defend, indemnify and hold the MSC Indemnitees harmless from and against any and all claims, actions, causes of action or costs (including attorneys' fees, expert witness fees or court costs, all of which shall be reimbursed as incurred) against the MSC Indemnitees from any persons (natural or otherwise) claiming reimbursement, compensation or other damages in any way related to any liability (purported or otherwise) of the MSC Indemnitees to the Undersigned released, discharged, waived and relinquished by the Undersigned in this Agreement.

The Undersigned acknowledges having read this entire Agreement. They have been fully and completely advised of the dangers incident to the tanker surf charter, have been afforded the opportunity to ask any and all questions and have received satisfactory responses thereto, and are fully aware of the legal consequences attendant to signing this Agreement.

The Agreement is governed by and construed in accordance with the laws of the State of Texas, except those laws which would direct interpretation of this Agreement to another state. In the event that any part of this Agreement is deemed to be unenforceable, the remaining portions of the Agreement shall continue to be binding upon the Undersigned.

[person's name]

[if under 18 years of age, signature of parent, guardian or managing conservator and capacity in which signing required]

Date: _____