



ONDA PURA - SURF CENTER: WAIVER OF LIABILITY, ASSUMPTION OF RISK, RELEASE OF CLAIMS, AND INDEMNITY AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU AGREE TO ITS TERMS.

1. DEFINITIONS:

(a) "Built Environment" refers to the landscaped and open environment at the ONDA PURA - SURF CENTER facilities, including all structures, buildings, equipment, machinery, and associated properties.

(b) "Claim" means any claim, cause of action, complaint, liability, demand, verdict, judgment, cost, or future or contingent expense arising from law, equity, or any statute that any person or entity may have or may assert.

(c) "Includes" means "including, but not limited to."

(d) "Loss" means loss (including direct, consequential, or indirect losses), awards, damages (including punitive, exemplary, special, and incidental damages), expenses (including legal fees), and penalties.

(e) "Personal Injury" includes physical or mental injuries to a person (including aggravation, acceleration, or recurrence of such injury) or the contraction, aggravation, or acceleration of a disease.

(f) "Recreational Activities" refers to a sports activity or similar leisure activity, or any other activity involving physical exertion or physical risk carried out at ONDA PURA - SURF CENTER facilities, including, but not limited to, surfing, skate activities, surfskate and/or longboarding, stand-up paddle, wing-foiling, bodysurfing, swimming, physical training, yoga classes, water walking, jumping, running, sliding, climbing, using personal or rented equipment (including surfboards, skateboards, surf hardware, skateboard hardware, wetsuits, surf accessories, protective gear and accessories, and playground equipment), and any other activities involving physical exertion or physical risk.

(g) "Skate Activities" refers to a sports activity or similar leisure activity, or other activity involving physical exertion or physical risk carried out by ONDA PURA - SURF CENTER, including, but not limited to, skateboarding, rollerblading, using

personal or rented equipment (including skateboards, skateboard hardware, protective gear, and accessories), and other similar wheeled activities involving physical exertion or physical risk.

(h) "ONDA PURA - SURF CENTER" refers to both ONDA PURA - SURF CENTER and WATER ROOTS – UNIPESSOAL Lda. and includes all Related Corporations, along with all agents, licensees, employees, directors, and contractors engaged by ONDA PURA - SURF CENTER.

(i) "ONDA PURA - SURF CENTER Facilities" refers to the facilities on the beach of Matosinhos at the address - Av. General Norton de Matos, Praia Moderna – Equipment A | 4450-208 – Matosinhos, including all associated or related facilities.

(j) "Waiver" means this document.

2. RISK WARNING (GENERAL - ALL ONDA PURA - SURF CENTER FACILITIES):

I acknowledge, understand, and agree that recreational activities, attendance at the ONDA PURA - SURF CENTER facilities, and the use of the ONDA PURA - SURF CENTER facilities, including but not limited to ONDA PURA - SURF CENTER facilities, the skate park, and the surrounding environment, may be dangerous and involve the real risk of personal injury, including the possibility of serious injury, permanent disability, illness, and death. These risks may include, but are not limited to:

1. Breaking waves, waves breaking in shallow water, water flow, currents, and undertow; water quality, filtration, and processing; drowning; entanglement; impacts with the Built Environment, other guests, and personal or rented equipment; collisions with the Built Environment, other guests, and personal or rented equipment, shoreline, and waves; slips, trips, and falls; weather conditions; exposure to the elements; use of personal or rented equipment (including surfboards, wetsuits, surf accessories, skateboards, protective gear, and accessories, as well as all activities carried out by ONDA PURA - SURF CENTER); contracting surfer's myelopathy; contraction, aggravation, or acceleration of an illness or other condition that may be harmful to an individual or community (including, but not limited to, COVID-19); and specific to the skate park and/or participation in Skate Activities:

a) collisions between multiple participants or between participants and obstacles, equipment for Surf, SUP, Surfskate, Wingfoil, and other activities that may be developed at ONDA PURA - SURF CENTER - including skate ramps, spectators, and/or employees or agents of ONDA PURA - SURF CENTER;

- b) falling from any equipment or from the Built Environment during Surf, SUP, Surfskate, Wingfoil, and other activities that may be developed at ONDA PURA - SURF CENTER - including skate ramps;
- c) equipment for Surf, SUP, Surfskate, Wingfoil, and other activities that may be developed at ONDA PURA - SURF CENTER can break or fail, even when used as intended;
- d) impacts, including being hit by equipment in use or being used by other participants;
- e) falling or improper landing, including when attempting maneuvers and/or tricks in Surf, SUP, Surfskate, Wingfoil, and other activities that may be developed at ONDA PURA - SURF CENTER, including skate ramps and/or obstacles in the skate park;
- f) injuries in Surf, SUP, Surfskate, Wingfoil, and other activities that may be developed at ONDA PURA - SURF CENTER that may occur simply due to the nature of the involved activity;
- g) negligence by other participants resulting in injury to another;
- h) failure of equipment, obstacles, skate ramps, and/or the Built Environment, including equipment loaned/rented to participants by ONDA PURA - Surf Center;
- i) notwithstanding the above, accidents involving other participants, spectators, obstacles in Surf, SUP, Surfskate, Wingfoil, and other activities that may be developed at ONDA PURA - Surf Center.

I acknowledge, understand, and agree that the description of risks listed above is not exhaustive, that participating in Recreational Activities is dangerous, includes other risks, and that ONDA PURA - SURF CENTER has made no representations regarding any risk or the safety or suitability of Recreational Activities.

I acknowledge, understand, and agree that participating in Recreational Activities involves the risks described in this document, despite ONDA PURA - SURF CENTER taking all reasonable care, and such risks constitute an "inherent risk" in participating in recreational activities offered at ONDA PURA – Surf Center.

I acknowledge and understand that I have also considered and accepted any other risks that may arise due to any health conditions I have, including pregnancy.

I acknowledge, understand, and agree that any equipment provided by me may break or fail due to any of the risks listed above, even when used as intended, and I acknowledge that no representations have been made to me regarding the suitability of ONDA PURA - SURF CENTER facilities or ONDA PURA - SURF CENTER facilities for conducting Recreational Activities using the equipment I provided.

I understand that weather conditions may be extreme and, as a result, I commit to ensuring that I will use appropriate clothing, wetsuits, and protective equipment, and I acknowledge that no representations have been made by ONDA PURA - SURF CENTER regarding the suitability of weather conditions or the time of day for Recreational Activities and/or attending ONDA PURA - SURF CENTER facilities and/or using ONDA PURA - SURF CENTER facilities.

2A. ADDITIONAL RISK NOTICE

In addition to the matters referred to in section 2 above ("general risk notice - all ONDA PURA - SURF CENTER facilities"), regarding ONDA PURA - SURF CENTER, I also acknowledge, understand, and agree that:

(a) Students participating in the various recreational activities provided by ONDA PURA - SURF CENTER, whether in single lessons, packs, monthly, or quarterly subscriptions, have personal accident insurance associated with their registration, being covered as long as they comply with all the safety rules defined and explained beforehand. The insurance provides coverage during water activities held at Matosinhos beach or during trips to the skate park.

(b) All recreational activities provided by ONDA PURA - SURF CENTER through rentals are not covered by ONDA PURA - SURF CENTER insurance policies and cannot be covered by other insurance policies.

3. ASSUMPTION OF RESPONSIBILITY:

By participating in Recreational Activities, attending the ONDA PURA - SURF CENTER Facilities, and/or using the ONDA PURA - SURF CENTER Facilities, I understand the nature of the activities and voluntarily choose to, and expressly assume, all responsibility, risks, and inherent or otherwise dangers, known or unknown, in participating in Recreational Activities, attending the ONDA PURA - SURF CENTER Facilities, and/or using the ONDA PURA - SURF CENTER Facilities, whether or not described above.

I acknowledge and understand that, despite the risks, I participate freely and voluntarily in Recreational Activities at my own risk.

4. CODE OF CONDUCT:

I commit to participating in Recreational Activities, attending the ONDA PURA - SURF CENTER Facilities, and/or using the ONDA PURA - SURF CENTER equipment and materials safely and responsibly, within designated areas, and I am responsible for my actions and those under my care and/or control. I commit to observing and following all signs present at ONDA PURA - SURF CENTER Facilities,

complying with ONDA PURA - SURF CENTER terms and conditions, and following all directions and instructions provided by ONDA PURA - SURF CENTER (including regarding social distancing requirements, hygiene, health practices, and other COVID-19-related measures). I acknowledge and agree that it is my responsibility to observe and follow these guidelines and instructions, and that ONDA PURA - SURF CENTER will not be liable if I fail to do so.

5. PHYSICAL CONDITION AND FITNESS:

I certify that I have informed ONDA PURA - SURF CENTER of my health limitations and restrictions and that the information provided is true and correct as of my registration date. I will inform ONDA PURA - SURF CENTER of any changes to the information provided as soon as reasonably possible.

I commit not to consume alcohol, use illicit or non-prescribed drugs, or consume or use any substances that may impair my physical or mental ability to participate in Recreational Activities before or during participation, and I agree that such consumption or use will allow ONDA PURA - SURF CENTER, at its sole discretion, to exclude me from the Facilities without any refund or return of money paid for entry and use of ONDA PURA - SURF CENTER Facilities or participation in Recreational Activities.

If I consume alcohol, use illicit or non-prescribed drugs, or consume or use any substances that may impair my physical or mental ability to participate in Recreational Activities, I assume and accept all risks, dangers, and liabilities that may result from this, including the possibility of serious injury, permanent disability, death, and property damage, and I will indemnify ONDA PURA - SURF CENTER from any liability for property damage or personal injury to third parties resulting from my participation in Recreational Activities during or after such consumption or use.

I declare that I have independently assessed the Recreational Activities, that I am and remain in appropriate medical and physical condition to participate in Recreational Activities, and that I have not been advised otherwise by a doctor. I have not relied, nor will I rely, on any representation from ONDA PURA - SURF CENTER regarding whether my physical and/or mental condition is sufficient to participate in Recreational Activities.

I declare that I have no relevant pre-existing medical, physical, or mental conditions that I have not disclosed to ONDA PURA - SURF CENTER. I acknowledge that I have a continuous obligation to disclose any relevant changes to my medical, physical, or mental conditions to ONDA PURA - SURF CENTER during or before each visit to the ONDA PURA - SURF CENTER Facilities, use of ONDA PURA - SURF CENTER Facilities, or participation in Recreational Activities.

I declare that if I have disclosed any relevant pre-existing medical, physical, or mental condition, I have obtained authorization from a qualified doctor to attend

ONDA PURA - SURF CENTER Facilities, use ONDA PURA - SURF CENTER Facilities, and participate in Recreational Activities.

6. SAFETY IN VARIOUS ACTIVITIES

I acknowledge and agree that I have received all safety information related to the activities I attend at ONDA PURA - Surf Center (Surf, Stand-Up Paddle, Wing-foil, Surfskate, Beach Tennis) and any other activities that may be part of ONDA PURA - Surf Center services, and that I will comply with the rules and instructions at all times while attending the various available activities.

7. DAMAGE AND BREAKAGE OF EQUIPMENT

I acknowledge and agree that in the event of damage to the equipment related to lessons or rentals, I commit to paying for any damage caused to the equipment, according to the following price list:

- Total loss of board – €200 (Surf) or €250 (SUP)
- Fin – €15 per damaged fin
- Minor damages min. €15
- Medium to large damages €25 to €50
- XL damages €40 to €65

WING-FOIL

- Total loss of board – €1,000
- Foil – €800
- Minor damages min. €30
- Medium to large damages €60 to €100
- XL damages €250
- Small dings min. €30
- Medium to large tears €60 to €100~
- XL tears €250

SURFSKATE

- Total loss of skate – €250
- Trucks – €150
- Wheels – €50

8. INSPECTION OF EQUIPMENT AND FACILITIES:

I commit to independently inspecting the equipment, whether provided by me or borrowed/rented from ONDA PURA - SURF CENTER, before participating in any Recreational Activities and/or using ONDA PURA - SURF CENTER Facilities. I commit to immediately informing ONDA PURA - SURF CENTER of any unsafe conditions I observe.

I commit not to participate in Recreational Activities and/or use ONDA PURA - SURF CENTER Facilities unless and until I am satisfied, after my independent inspection, that there are no unsafe conditions present. I commit to providing or renting and using protective equipment and accessories at all times while participating in Recreational Activities, attending ONDA PURA - SURF CENTER Facilities, and/or using ONDA PURA - SURF CENTER Facilities, in accordance with all signs posted at ONDA PURA - SURF CENTER Facilities, Terms and Conditions, and guidelines and instructions provided by ONDA PURA - SURF CENTER.

I understand and agree that I will wear an appropriate helmet, closed shoes, t-shirt, and shorts at all times while in the skate park and/or participating in Skate Activities, and that ONDA PURA - SURF CENTER strongly advises the use of additional protective gear, including wrist guards, elbow guards, and knee pads, while in the skate park and/or participating in Skate Activities.

I understand and agree that I will wear an appropriate helmet, protective vest, leash, and all necessary equipment for Wing Foil.

I understand and agree that I will wear a life jacket, leash, and all necessary equipment for Stand Up Paddle.

I acknowledge and accept that all precautions and services of ONDA PURA - SURF CENTER are reasonable, provided in good faith, and do not constitute a safety guarantee, including: safety checks of equipment and its use are performed visually, and ONDA PURA - SURF CENTER supervision may be partial or absent at times. I understand that any equipment I provide may break or fail as a result of use in the ONDA PURA - SURF CENTER environment.

9. MEDICAL TREATMENT:

I consent to receiving any medical treatment (including first aid and CPR) that ONDA PURA - SURF CENTER deems reasonably necessary during or after Recreational Activities while on ONDA PURA - SURF CENTER premises.

10. DISCLAIMER OF LIABILITY:

I acknowledge and agree that, to the fullest extent permitted by law, ONDA PURA - SURF CENTER expressly disclaims all liability for any loss or damage to property, personal injury (including the contraction, aggravation, or

acceleration of an illness or other condition harmful to an individual or community, such as, but not limited to, COVID-19), or death caused by or arising from my participation in Recreational Activities and all associated activities at ONDA PURA - SURF CENTER Facilities (including attending the facilities, using ONDA PURA - SURF CENTER Facilities, playground equipment, and gym and/or physical training equipment), however it may occur and regardless of how it happens.

11. RELEASE AND INDEMNIFICATION:

I hereby release and discharge ONDA PURA - SURF CENTER from any future claims I may have for any loss or damage to property, personal injury (including the contraction, aggravation, or acceleration of an illness or other condition harmful to an individual or community, such as, but not limited to, COVID-19), or death resulting from my participation in Recreational Activities and all associated activities at ONDA PURA - SURF CENTER Facilities (including attending the facilities, using ONDA PURA - SURF CENTER Facilities, playground equipment, gym equipment, and/or physical training).

I agree to indemnify ONDA PURA - SURF CENTER for any damage caused by me, resulting wholly or partially from participation in and/or connection to Recreational Activities and all associated activities at ONDA PURA - SURF CENTER Facilities (including attending the facilities, using ONDA PURA - SURF CENTER Facilities, playground equipment, and gym equipment and/or physical training), whatever the nature and however they may occur. This release and indemnification continue indefinitely and bind my heirs, executors, personal representatives, and assigns.

I agree and allow ONDA PURA - SURF CENTER to rely on this document in any future claims, legal proceedings, or other disputes.

DECLARATION BY THE PARTICIPANT (18 YEARS OR OLDER)

I have read the above, had the opportunity to ask questions, considered its effects, understand its content, and agree to the terms outlined above for all ONDA PURA - SURF CENTER Facilities and the laws that apply in each respective State. The information I have provided to ONDA PURA - SURF CENTER, both in this document and elsewhere, is true and correct, and I acknowledge that ONDA PURA - SURF CENTER has the right to rely on the information or representations provided by or on my behalf, including regarding any waiver of liability.

By signing this form, I agree that my right to sue ONDA PURA - SURF CENTER is excluded, restricted, or modified in the ways described in this form, including because the services were not provided in accordance with any express or implied warranty that the services will be provided with due care and competence.

PARTICIPANT UNDER 18 OR UNABLE TO UNDERSTAND THIS WAIVER (DUE TO A PHYSICAL, MENTAL, OR OTHER DISABILITY)

NOTE: When a participant is under 18 years old and/or unable to understand this Waiver (due to a physical, mental, or other disability), this form must be signed by the parent or legal guardian of the participant on their behalf.

(Participant) I have read and reviewed the above terms and agree to accept all the terms on behalf of the Participant as their parent or legal guardian, for the purposes of all ONDA PURA - SURF CENTER Facilities and the laws that apply in each respective State.

I agree to indemnify and hold ONDA PURA - SURF CENTER harmless in respect of any losses suffered by ONDA PURA - SURF CENTER in relation to the Participant's participation in Recreational Activities or in connection with any Claim made against ONDA PURA - SURF CENTER by any person (including the person signing this document) in relation, wholly or partially, to the Participant's participation in any Recreational Activities at ONDA PURA - SURF CENTER, however they may occur.

By signing this Waiver, I represent and warrant that I am the parent or legal guardian of the Participant, and that the information I have provided to ONDA PURA - SURF CENTER, both in this document and elsewhere, is true and correct. I acknowledge that ONDA PURA - SURF CENTER has the right to rely on the information or representations provided by or on my behalf, including regarding any waiver of liability. By signing this form, I agree that both my rights and the Participant's rights to sue ONDA PURA - SURF CENTER are excluded, restricted, or modified in the ways described in this form, including because the services were not provided in accordance with any express or implied warranty that the services will be provided with due care and competence.