

WAIVER AND RELEASE OF LIABILITY - SWIM CAMP COSTA RICA **OCTOBER 3-8, 2023**

PLEASE READ CAREFULLY BEFORE SIGNING. **THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

In consideration of being allowed to participate in any way (including without limitation by swimming or kayaking) in this swimming event. (the “**Camp**”) in the ocean waters in the vicinity of Playa Hermosa, Costa Rica (collectively, “**Playa Hermosa**”) organized by Marc Horwitz and Scott Zornig (“**MHSZ**”) for events and activities related to the Swim (including without limitation entering or exiting any body of water from or near any ladder, pier, vessel, dock, land formation or otherwise, with or without assistance), the undersigned, for himself or herself, and his or her personal representatives, assigns, heirs, distributees, guardians, executors, administrators and next of kin, and each of them:

1. Hereby releases, waives, discharges and relinquishes any action or cause of action and covenants not to sue MHSZ, (including without limitation persons assigned to assist with the Camp), volunteers, servants, contractors, the airlines, transportation providers, hotel bosque del mar, the area of Playa Hermosa, Guanacaste, Costa Rica (the “**Releases**”) from all liability to the undersigned for any and all loss or damage, and any claim or demand therefor on account of injury or damage to person or property or resulting in death, whether caused by the negligence of any of the Releasees or otherwise.

2. Hereby agrees to indemnify and hold harmless the Releasees and each of them from any loss, liability, damage or cost, including without limitation court costs and attorney’s fees, any Releasee may incur resulting from claims, demands and causes of action of every kind, known or unknown, directly or indirectly arising from any action or proceeding brought by or prosecuted for the benefit of the undersigned and related in any way to the Swim, whether caused by the negligence of any of the Releasees or otherwise.

3. Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related in any way to the Camp, whether caused by the negligence of any of the Releasees or otherwise.

4. Hereby acknowledges that the Camp is inherently dangerous and involves the risk of serious injury, permanent disability, death and property damage. The undersigned assumes full responsibility for and risk of bodily injury, permanent disability, death and property damage, whether due to the negligence of any of the Releasees or otherwise, including negligent rescue operations or procedures of any of the Releasees.

5. Hereby acknowledges the extreme difficulty involved in the Camp, including without limitation the risk of exhaustion, heat exhaustion or hypothermia, even for a well-conditioned athlete. The undersigned acknowledges that participation in the Camp should not be undertaken unless the undersigned is in excellent health and is fully trained and conditioned for the strenuous task of the Camp in the open ocean at water temperatures significantly below normal human body temperature. The undersigned acknowledges that MHSZ has no duty before, during or after the Camp to assess or evaluate the training, physical fitness, then-current mental or physical capacity or condition of the undersigned or to offer or provide any medical assistance or other aid to the undersigned. The undersigned assumes full responsibility for and risk of bodily injury, death or property damage (including without limitation as associated with the adequacy of the physical fitness, training and conditioning of the undersigned as well as any medical condition of the undersigned, acute or otherwise), whether due to the negligence of any of the Releasees or otherwise, including negligent rescue operations or procedures of any of the Releasees.

6. Hereby acknowledges that conditions in the area where the Camp will take place may at any time of the year include gale force winds; strong and rapidly building storms; dense fog; great and swift seas; strong currents; pounding surf; treacherous rocks and reefs; and potentially dangerous marine animals (including without limitation jellyfish, stingrays and sharks). The undersigned acknowledges that portions of the Camp are subject to heavy marine use day and night by commercial and private vessels of various speed, tonnage and size. The undersigned assumes full responsibility for and risk of bodily injury, death or property damage (including without limitation as associated with the conditions in the area where the Camp will take place, such as the conditions mentioned in this paragraph), whether due to the negligence of any of the Releasees or otherwise.

7. Hereby acknowledges that MHSZ are organizers and of the Camp only, are proving this as a service, and are not making any profit. MHSZ are volunteers and the amount collected is strictly to cover costs associated with the camp.

8. Hereby acknowledges and agrees that: (i) the Camp is the sole responsibility of the undersigned; (ii) the undersigned is completely responsible for taking or implementing any and all precautions and measures appropriate or advisable for any such undertaking, including without limitation maintaining adequate insurance related to such undertaking; (iii) there is no role or

responsibility whatsoever for MHSZ or any of the Releasees in this regard; (iv) the undersigned is participating in the Camp upon the sole initiative of the undersigned and is not responding to any advertisement or promotional activities of MHSZ or acknowledgments or awards that have been offered or may be provided by MHSZ in connection with the Camp; MHSZ disclaims any and all duties or obligations of any kind, including without limitation any duty or obligation to maintain any insurance against risk of injury to the undersigned, and the undersigned expressly acknowledges the absence of any such duties or obligations, hereby affirmatively waiving any such duties or obligations as well as any inference of the same.

9. Hereby acknowledges and agrees that: (i) the undersigned has had adequate time to review this Waiver and Release of Liability; (ii) the undersigned completely understands this Waiver and Release of Liability and the concepts contained herein; (iii) the undersigned has had an opportunity to have counsel review this Waiver and Release of Liability; (iv) MHSZ has been available to answer any questions from the undersigned related to this Waiver and Release of Liability and the Camp; and (v) all such questions have been answered to the satisfaction of the undersigned.

10. Hereby agrees that this Waiver and Release of Liability is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

If you are at least 18 years old, please print, fill out, sign, scan and email to scottzornig@gmail.com. Please venmo fees to Scott Zornig @Scott-Zornig

Option 1 – Standard Room
\$1,450 per person (single occupancy)

Option 2 – Standard Room
\$1,150 per person (double occupancy)

Option 3 – Standard Room *This option is only available to 3 friends/family who book together
\$950 per person (triple occupancy)
Note: this option includes 2 queen beds

Option 4 – Ocean front Room *Please check with us first for availability
\$1,250 per person (double occupancy)

Note: The above pricing increases \$100 per person for registrations received after April 30, 2023

Camper Name: _____

Email: _____

Cell Number: _____

Is “WhatsApp” Installed on your phone? (yes or no) _____

Roommate: _____ 2nd Roommate (for option 3 only): _____

Signature: _____ Date: _____

Payment: Fees include 5 nights lodging, 14 meals, hotel transportation, insurance, gratuity and special events. 50% deposit due upon registration. The balance is due by May 1, 2023.

Cancellation Policy: Will refund 100% of fees for cancellations made prior to May 1, 2023 (less a \$100 cancellation fee). 50% of fees will be refunded for cancellations made between May 1, 2023 and June 30, 2023. There will be no refunds for cancellations made beginning July 1, 2023. If a camper decides not to attend after July 1, 2023, they will forfeit all fees. Campers may sell or donate their spot should they decide not to attend.

Note: If a PCR or antigen test is required for re-entry, the cost will be the responsibility of the camper