



KUSTOM AIR STRIKE - OFFICIAL ENTRY FORM & WAIVER

NAME OF SURFER: _____

AGE: _____

ADDRESS: _____

TELEPHONE #: _____

E-MAIL: _____

NAME OF VIDEOGRAPHER: _____

AGE: _____

ADDRESS: _____

TELEPHONE #: _____

E-MAIL: _____

I/We hereby enter the Kustom Air Strike competition. I have read & understood the official rules and waiver, as posted on kustomairstrike.com and those contained overleaf.

By entering the competition (sending in our footage), I agree to allow GSM Duranbah Pty Ltd ("Kustom") and its authorized media partners to use any and all footage/ stills for promotional purposes. That is I grant to Kustom and its authorized media partners an irrevocable, perpetual and royalty free worldwide license to use my name, likeness and image and the footage/ stills. I also warrant that I am the exclusive owner of copyright in those footage/ stills.

I acknowledge agreeing to the waiver terms (overleaf) and agree that I entered the Kustom Air Strike competition at my own risk.

Signature of Surfer / Entrant

Parent/ Guardian signature of entrant if under the age of 18 years.

Signature of Videographer / Camera Person/ Entrant

Parent/ Guardian signature of entrant if under the age of 18 years.



Waiver

- (a) Participant is fully aware of the inherent dangers, risks and hazards that exist in connection with the Kustom Air Strike competition ("Event") and that during the course or as a consequence of the Event the Participant may become ill, injured, or die, and may lose personal property, including, without limitation, in the manner set out below.
- (b) Participant hereby assumes all risks of physical illness, injury of death, any loss, damage or destruction of personal property, and any loss of Participant's personal liberty, that may result, directly or indirectly, from involvement and participation in the Event, travel to or from, or from engaging in surfing or any other activity while on the Event, or otherwise during or as consequence of the Event.
- (c) Participant assumes responsibility for the safety of Participant's equipment and certifies that Participant has the requisite ability to participate in Event.
- (d) Participant agrees that Kustom and its authorized media partners, their officers, employees, agents and contractors hereby exclude, to the maximum extent permitted by law, all and any:
- (i) liability that results from breach of any implied or express warranty that the Event and all associated services will be rendered with due care and skill; and
 - (ii) implied or express warranties and any liability for their breach that any equipment provided by Kustom in connection with the Event or separately will be fit for the purposes for which they are supplied.

For good and valuable consideration, receipt of which is hereby acknowledged, Participant for himself and for his family member, executors, representatives, insurers, successors, assigns and agents, does hereby fully release, remise, acquit and forever discharge, indemnify and covenants not to sue Kustom and its media partners and their respective owners, directors, officers, employees, members, managers, partners, affiliates, agents, representatives, insurers, successors, and assigns, and each of them, from any and all actions, suits, claims, demands, damages, liabilities, obligations, debts, judgments, and liens of every nature, kind and description whatsoever, known or unknown, fixed or contingent, suspected or unsuspected, whether existing at law, in equity or otherwise, which arise under and by virtue of the laws of any jurisdiction, relation to or arising out of participating in the Event and any and all aspects thereof including, without limitation, any claim for physical illness, injury or death any loss, damage or destruction of personal property, and any loss of personal liberty.

The risks associated with surfing include the following:

- you will be exposed to water (and possibly cold or polluted water) and the sun for a long period of time;
- you will be physically exerting yourself in ways you may or may not be accustomed;
- you may collide with another surfer (or other ocean-user) or his or her (or your own) board;
- you may collide with some other water-craft (including being run over by a jet ski or boat (including if it gets caught by a breaking wave));
- you may be driving, or be a passenger or be towed by, a powerful, high speed jetski or boat that may collide with you, another surfer, other watercraft or be dumped onto a shallow sandbank or reef;
- you may lose your balance and fall from your board onto a shallow sandbank or reef;
- you may be dumped by a wave onto a shallow sandbank or reef;
- you may be caught in a rip and dragged out to sea or into an area where the waves are breaking with high impact or onto a shallow reef, sandbank, rocks or a headland;
- traveling to, along and from the surfing venue, including air travel;
- you may be exposed to rapid and adverse changes in weather, ocean and wave conditions; and/or you may be stung or bitten by an ocean creature, such as a bluebottle jellyfish, sea snake, stone fish, sting ray or shark,

and as a result you may aggravate an existing injury (especially shoulder injuries) or suffer serious injury (such as cuts (which may become infected), broken bones, fractures or breaks to the spine or skull), disease, paraplegia, quadriplegia or death (including by drowning).