

LARU BEYA COLLECTIVE INC.

PARTICIPATION AGREEMENT, ASSUMPTION OF RISK, AND LIABILITY WAIVER AND RELEASE

Notice

Please read this entire notice and agreement carefully before signing below. It sets forth certain terms and conditions which you agree to be bound by on behalf of all "Consenting Participants," which include: (i) your minor child who will be participating in the Activities described below (the "Youth Participant"); (ii) yourself; and (iii) any and all other parents and legal guardians of the Youth Participant. By signing this agreement (the "Agreement"), you and the other Consenting Participants may be waiving certain legal rights.

Assumption of Risk, Liability Waiver and Release Regarding Participation in the Activities

Laru Beya Collective Inc. ("LBCI") is a non-profit organization dedicated to empowering the underrepresented youth of the Rockaways primarily through surfing. LBCI offers to qualifying youth, free of charge and on a strictly voluntary basis, surfing instruction, rock climbing instruction, snowboarding instruction, and other activities through field trips and excursions, including transportation to and from the locations of such activities and the use of equipment in connection with such activities (collectively, the "Activities"). LBCI uses qualified instructors appropriately trained in the Activities and takes appropriate safety precautions for each of its participants. Nonetheless, there are inherent risks—both foreseen and unforeseen—involved in participating in the Activities, such as those associated with swimming in open water and climbing rocky terrain, which cannot be eliminated altogether regardless of the safety precautions used. Those inherent risks can include serious physical injury and death. Participation in the Activities is entirely voluntary, and participants are under no obligation to continue in the Activities once they begin.

By signing this Agreement, and in consideration of LBCI's permitting the Youth Participant to participate in the Activities free of charge, you and each of the other Consenting Participants: (1) acknowledge the inherent risks associated with the Activities and the fact that LBCI is providing the Activities to the Youth Participant free of charge; (2) acknowledge that the Youth Participant is not being coerced by LBCI to participate in any of the Activities and that the Youth Participant remains free to stop participating in the Activities at any time; (3) represent and warrant that the Consenting Participants have been appropriately informed regarding, and have discussed with the Youth Participant, the inherent risks associated with the Activities; (4) knowingly and voluntarily assume the inherent risks associated with the Youth Participant's participation in the Activities; (5) knowingly and voluntarily disclaim and release LBCI and each of its owners, affiliates, operators, employees, agents, officers, attorneys, volunteers and other representatives (collectively, the "Released Parties") from any and all liabilities, damages, losses, injuries, costs, expenses, actions and claims of any kind, whether foreseen or unforeseen, arising from the Youth Participant's participation in the Activities (the "Released Claims"), except for that based on the gross negligence or willful conduct of the Released Parties; and (6) knowingly and voluntarily covenant not to sue any of the Released Parties for the Released Claims. For avoidance of doubt, by signing this Agreement, you and each of the other Consenting Participants expresses their acknowledgment and understanding that they are waiving claims based on the negligent acts or conduct of the Released Parties, to the fullest extent permitted by law, but that they are retaining their right to bring claims based on the gross negligence or willful conduct of the Released Parties.

Assumption of Risk, Liability Waiver and Release Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Although no federal, state or local regulation currently prohibits LBCI from engaging in any of the Activities due to COVID-19, LBCI has nonetheless instituted preventative measures designed to reduce the spread of COVID-19.

To reduce the potential risk of exposure to COVID-19 for our participants, employees and volunteers, LBCI requires that the Youth Participant be symptom-free before being permitted to engage in the Activities. Symptoms of COVID-19 include: fever, cough, shortness of breath, chills, trouble breathing, muscle pains, sore throat, loss of taste or smell. Other less common symptoms have been reported, including gastrointestinal symptoms like nausea, vomiting, or diarrhea. By signing this Agreement, you represent and warrant that you will not permit the Youth Participant to participate in any of the Activities on any day that he/she: (i) is experiencing any of the foregoing symptoms or if he/she has tested positive for COVID-19 within the past 14 days; (ii) has been in close contact with someone diagnosed with COVID-19 within the past 14 days; (iii) has returned from a country with a CDC Risk Assessment Level 3 or Level 4 for COVID-19 within the past 14 days; or (iv) has been in close contact with someone who returned from a country with a CDC Risk Assessment Level 3 or Level 4 for COVID-19 within the past 14 days.

Notwithstanding the preventative measures put in place to reduce the spread of COVID-19, LBCI cannot guarantee that Youth Participant will not become infected with COVID-19 due to his/her participation in the Activities. By signing this Agreement, you and each of the other Consenting Participants: (i) acknowledge the contagious nature of COVID-19 and knowingly and voluntarily assume the risk that Youth Participant may be exposed to or infected by COVID-19 due to his/her participation in the Activities, that such exposure may result from the actions, omissions, or negligence of the Released Parties, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death; (ii) knowingly and voluntarily agree to assume all of the foregoing risks to Youth Participant related to COVID-19; and (iii) knowingly and voluntarily disclaim and release the Released Parties from, and covenant not to sue any of the Released Parties for, any and all liabilities, damages, losses, injuries, costs, expenses, actions and claims of any kind, whether foreseen or unforeseen, related to Youth Participant's contracting COVID-19 (whether a COVID-19 infection occurs before, during, or after Youth Participant's participation in the Activities), except for that based on the gross negligence or willful conduct of the Released Parties.

Participation Agreement

Youth Participant's participation in the Activities is subject to the following additional terms, which form a part of this Agreement.

By signing this Agreement, you and each of the other Consenting Participants grant to LBCI and the other Released Parties: (i) the right to take photographs and/or videos of Youth Participant in connection with Youth Participant's participation in the Activities; (ii) the sole right to copyright, use, and publish the same

in print and/or electronically; and (iii) the right to use same for any lawful purpose, including but not limited to purposes of publicity, illustration, advertising, and creating Web content.

By signing this Agreement, you and each of the other Consenting Participants represent and warrant that: (i) Youth Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating in the Activities against medical advice; (ii) Youth Participant's participation in the Activities is voluntary, that the Consenting Participants have the opportunity to inspect LBCI's equipment and observe the Activities before Youth Participant begins his/her participation in the Activities, and that Youth Participant remains free to stop participating in the Activities at any time; (iii) Youth Participant will follow all of LBCI's rules and instructions for participating in the Activities, including any protocols designed to prevent the spread of coronavirus/COVID-19, because doing so can minimize his/her risk of injury; and (iv) if any of the Consenting Participants observes any unusual hazard or condition that they believe jeopardizes Youth Participant's personal safety or that of others, they will promptly remove Youth Participant from participating in the Activities and immediately bring said hazard or condition to the attention of LBCI.

Miscellaneous Provisions

This Agreement shall be governed by, and construed in accordance with, the substantive law of the State of New York.

In the event that any provision in this Agreement is held to be void, invalid, illegal, unconscionable or otherwise unenforceable, such provision shall be rendered ineffective only to the extent of such invalidity, illegality, unconscionability or unenforceability, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

I HAVE READ, I UNDERSTAND AND I ACCEPT ALL OF THE TERMS OF THIS AGREEMENT, I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, AND I ENTER INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

Name of Youth Participant

Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date _____