



Surf Winch Terms and Conditions of Sale

Last Updated: [7/11/2025]

By purchasing a Surf Winch ("Product") from SurfWinch ("Seller"), you ("Buyer") agree to the following Terms and Conditions. Please read carefully before purchase or use.

1. Assumption of Risk

The Buyer understands and acknowledges that surf winching, wakeboarding, towing, and related water or land activities are inherently dangerous and may result in serious injury, paralysis, death, or property damage.

By purchasing and/or using this Product, the Buyer voluntarily and expressly assumes all risks, whether known or unknown, associated with its use.

2. Safety Acknowledgment

The Buyer acknowledges that:

- The Product must be used only by responsible adults, and never by minors without direct adult supervision.
 - The Buyer has read and understands all safety instructions, warnings, and manuals provided with the Product.
 - Failure to follow safety instructions may result in severe injury or death, and the Seller shall not be responsible in such cases.
-

3. No Warranties / Product Sold “As-Is”

Unless expressly stated in writing:

- The Product is sold “AS-IS” without warranties of any kind, express or implied.
 - This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
 - The Seller makes no guarantees regarding performance, safety, durability, or suitability for any particular use.
-

4. Limitation of Liability

To the fullest extent permitted by law:

- The Seller shall not be liable for any injuries, deaths, damages, or losses of any kind arising from or related to the use or misuse of the Product.
 - In no event shall the Seller’s total liability exceed the amount paid by the Buyer for the Product.
 - The Buyer expressly waives any right to claim punitive or consequential damages.
-

5. Indemnification

The Buyer agrees to indemnify, defend, and hold harmless the Seller, its owners, employees, and affiliates from any claims, demands, lawsuits, damages, losses, or expenses (including attorney’s fees) arising from:

- The Buyer’s purchase, possession, use, or misuse of the Product.
 - Violation of any laws, rules, or regulations.
 - Injury, death, or damage to the Buyer, users, or third parties.
-

6. Modifications & Misuse

- Any modifications, alterations, or repairs performed by the Buyer or third parties are done at the Buyer's sole risk.
 - The Seller is not responsible for any consequences of improper installation, unauthorized modifications, or unsafe operation.
-

7. Governing Law & Venue

These Terms shall be governed by and construed under the laws of the State of [Your State], without regard to conflicts of law principles.

Any disputes shall be resolved exclusively in the state or federal courts of [Your County], [Your State].

8. Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9. Entire Agreement

These Terms represent the entire agreement between Buyer and Seller and supersede all prior discussions, negotiations, or representations.

By purchasing or using this Product, the Buyer confirms that they have read, understood, and agreed to these Terms and Conditions, including the assumption of risk and waiver of liability.