

# School Name

This document will affect your legal rights and liabilities

\*Please read carefully before signing\*

## Acknowledgement and Assumption of Risk

I am aware that **SURFING INVOLVES MANY INHERENT RISKS, DANGERS and HAZARDS, THAT MAY RESULT IN SEVERE INJURY, ILLNESS, OR DEATH**, including, but not limited to: risks involving surf equipment, whether my own or another's; risks from the environment, including the parking lot, beach, sun, water, weather, bacteria, and sea life; and risks from others' actions, intentional or unintentional, including negligence on the part of \_\_\_\_\_ Surf School and its staff.

**I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS**, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from all such risks, dangers, and hazards, including those not specifically listed here. In consideration of \_\_\_\_\_ Surf School agreeing to provide me with possible transportation, surfing instruction, supervision, and training (which are together referred to as the "Surfing Services") as part of the lesson(s) or event(s) I have registered for with \_\_\_\_\_ Surf School.

**SIGN/DATE (Parent/Legal Guardian if under 18):** \_\_\_\_\_

## Liability Release and Indemnity Agreement

### **FURTHERMORE,**

#### **I hereby agree as follows:**

1. TO ASSUME AND ACCEPT ALL RISKS, DANGERS AND HAZARDS in connection with my use of the Surfing Services,

**INITIALS:** \_\_\_\_\_

2. TO WAIVE ANY AND ALL CLAIMS, including claims arising from future activities, that I may have against \_\_\_\_\_ Surf School, their owners, instructors, employees, agents, and representatives (all of whom are collectively referred to as "\_\_\_\_\_ Surf School");

**INITIALS:** \_\_\_\_\_

3. TO RELEASE \_\_\_\_\_ Surf School from any and all liability for any loss, damage, illness, injury or expense that I, or my next of kin, may suffer or incur as a result of my use of the Surfing Services due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF \_\_\_\_\_ SURF SCHOOL;

**INITIALS:** \_\_\_\_\_

4. TO HOLD HARMLESS AND INDEMNIFY \_\_\_\_\_ SURF SCHOOL from any and all liability for property damage, illness, personal injury or death suffered by myself or by a third party as a result of my use of the Surfing Services;

**INITIALS:** \_\_\_\_\_

5. THAT THIS RELEASE AND INDEMNITY AGREEMENT shall be effective and binding on my heirs, next of kin, executors, administrators, and assigns, in the event of my death;

**INITIALS:** \_\_\_\_\_

# School Name

6. TO OBEY all warnings, safety instructions, cautions and other notices provided to me by \_\_\_\_\_ Surf School;

**INITIALS:** \_\_\_\_\_

7. TO ASSERT that I (or minor participant) know how to swim and feel comfortable in the water, or if I (or minor participant) am uncomfortable in the water or do not know how to swim I will immediately inform \_\_\_\_\_ Surf School as soon as possible, prior to proceeding with my lesson.

**INITIALS:** \_\_\_\_\_

8. TO ACKNOWLEDGE that \_\_\_\_\_ Surf School has the right to refuse to provide me with Surfing Services if, in the opinion of \_\_\_\_\_ Surf School, my swimming abilities, health, or the prevailing conditions could render it too dangerous or unsafe for me to use such Surfing Services.

**INITIALS:** \_\_\_\_\_

I have read and understand this Liability Release and Indemnity Agreement prior to signing it and am aware that by signing this document, I am affecting the legal rights and liabilities of myself, my heirs, next of kin, executors, administrators and assigns in relation to Mama Can Surf, including that it prevents me from suing \_\_\_\_\_ Surf School, its owners, instructors, employees, agents, and representative for any reason as a result of participation in this activity, including future events and surfing activity. I agree that the foregoing waiver, release, and indemnity agreement are intended to be as broad and inclusive as permitted by \_\_\_\_\_ State law.

**DATE** \_\_\_\_\_

**PARTICIPANT'S SIGNATURE** \_\_\_\_\_

**PARTICIPANT'S NAME** (please print) \_\_\_\_\_

(If participant is under 18)

PARENT OR LEGAL GUARDIAN'S SIGNATURE \_\_\_\_\_

PARENT OR LEGAL GUARDIAN'S NAME (please print) \_\_\_\_\_

## PHOTO OR VIDEO RELEASE WAIVER

I give permission for \_\_\_\_\_ Surf School to use photos or video of me (or the minor participant above) for marketing, promotional, or educational purposes.

**SIGNATURE (Parent/Guardian if under 18):** \_\_\_\_\_

\_\_\_\_\_ Surf School

Phone: email: