

Liability Release Form for PERSONAL SURF LESSONS

In consideration of being allowed to participate in any surfing instruction and / or related activities, I

_____ (print) acknowledge and fully agree to the following disclosures:

1. Risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
2. I Acknowledge That Surfing May Be Dangerous And I Accept And Assume Such Risks, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation: I am aware that open water activities in general, and surfing specifically, involves inherent risks.
3. I willingly agree to release PERSONAL SURF LESSONS and the City of Santa Monica or any of its employees from responsibility and waive all my rights to take any legal action against them. If I observe any unusual or significant hazards during my presence or participation in this activity I understand that it is my responsibility to remove myself from participating and bring such to the attention of the nearest official immediately.
4. I Waive My Right To Sue PERSONAL SURF LESSONS and the City of Santa Monica: In consideration for PERSONAL SURF LESSONS agreeing to provide me with surfing instructions and allowing me to participate in this lesson, I agree that I shall not make a claim or bring any action against, sue, or hold responsible the City of Santa Monica and PERSONAL SURF LESSONS, its owners, officers, agents, employees, associates, representatives, (referred to collectively in this agreement as "PERSONAL SURF LESSONS") or expect, require, or pursue them, to be held accountable for any damages. I voluntarily agree to release, discharge, and hold harmless PERSONAL SURF LESSONS from and against any and all claims of liability, even those arising out of their negligence, fault, recklessness, or any other act or omission which causes me damages, illness, injury, disease, or death, of any nature in any way connected with my participation in this activity. I also expressly agree to release and discharge PERSONAL SURF LESSONS from any act or omission, excluding acts of wanton or gross negligence, in rendering or failing to render any type of rescue, emergency or medical services.
5. Promotional Use of Images: I hereby agree that PERSONAL SURF LESSONS may use film or photographic records of this surfing class or lesson for its promotional and/or commercial purposes without compensation to me, and I consent to the use of my name and likeness for such use in any media now known or not known.
6. I agree to replace and / or compensate for all or any equipment damaged due to my negligence.
7. I, for myself and on behalf of my heirs assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS, PERSONAL SURF LESSONS, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasee"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damages to personal property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE, to the fullest extent permitted by the law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARY WITHOUT ANY INDUCEMENT.

Name (print): _____ Phone number: _____

Signature _____ Date signed: _____

PARTICIPANT SIGNATURE FOR PARENTS/GUARDIAN OF PARTICIPANTS OF _____ MINOR(S) (UNDER THE AGE OF 18 AT THE TIME OF REGISTRATION) This is to certify that, as parent of guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasee, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the PERSONAL SURF LESSONS and affiliates from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Name of Minor _____ Age: _____

Parent signature _____ Date: _____

