



Waiver of Liability 2012

In consideration of my child being given the opportunity to participate in the Funky Fish Kids Day, Inc program, I hereby as follows:

1. I am aware of the skills needed for, and recognize the risks of injury or harm that may occur to my child as a result of, my child's participation in the Funky Fish Kids Day, Inc program. I assume such risks on my own for myself and my child as a condition of my child being permitted to participate in the Funky Fish Kids Day, Inc program.
2. For my child and for myself and for child's heirs, successors and assigns, I hereby release and forever discharge Funky Fish Kids Day, Inc and it's affiliates, their respective officers, directors, shareholders, agents, employees, successors and assigns from any and all actions, costs, suits, demands, claims, damages, losses and liabilities (including reasonable attorney's fees) of any type or kind whatsoever arising out of or caused by my child's participation in Funky Fish Kids Day, Inc program.
3. I hereby agree to indemnify, defend and hold harmless Funky Fish Kids Day, Inc and it's affiliates, their respective officers, directors, shareholders, agents, employees, successors and assigns from any and all actions, costs, suits, demands, claims, damages, losses and liabilities (including reasonable attorney's fees) of any type or kind whatsoever arising out of or caused by my child's participation in Funky Fish Kids Day, Inc program.
4. Any photographs taken during the event may be used for marketing use at the Funky Fish Kids Day, Inc.

Camp Name: Camp Shalom

Child's Name: _____ DOB: _____

Parent/Guardian Name: _____

E-mail address*: _____

Emergency Contact Phone #: _____

Address: _____

City State, Zip: _____

Medical Conditions or needs you want us to know about:

Signature: _____

Date: _____

*Funky Fish will not distribute your email address to any other company or private parties

Office Use Only

Name:

L Date:

PF:

AmC:

**UNCONDITIONAL WAIVER, FULL GENERAL RELEASE AND
ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS**

In consideration of being allowed to participate in any way in the Florida Surf Lessons program, in related events and activities, I, _____, the undersigned, acknowledge, appreciate and agree that:

- (1) The risk of injury from the activities involved in the program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist; and
- (2) I knowingly and freely assume all such risk, both known and unknown, even if arising from the negligence of the releasee(s) or others, and assume full responsibility for my participation; and
- (3) I willingly agree to comply with the stated and customary terms and conditions for use of the surfing equipment while participating. If, however, I observe any unusual significant hazard during my presence or participation, I will bring each to the attention to the nearest official immediately; and
- (4) For myself and on behalf of my heirs, assigns, personal representatives and next of kin, I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Company (including Company's affiliates, parents, subsidiaries, owners, partnerships, joint ventures, partners, officers, directors, co-venturers, corporations, companies, business entities, agents, contractors, sub-contractors, attorneys, predecessors, successors, heirs and assigns, and all affiliates of each of the foregoing) for any and all loss or damage, and any claim or demands, damages, actions, causes of action, suits in equity of whatever kind or nature therefore on account injury to the person or property or resulting in my death, whether caused by the negligence of the Company or otherwise

(5) INDEMNIFICATION: I, for myself and on behalf of my heirs, assigns, personal representation and next of kin, agree to indemnify and save harmless FLORIDA SURF LESSONS, including the Company's affiliates, parents, subsidiaries, owners, partnerships, joint ventures, partners, officers, directors, co-venturers, corporations, companies, business entities, agents, contractors, sub-contractors, attorneys, predecessors, successors, heirs and assigns, and all affiliates of each of the foregoing, against any loss, damage, or claim arising out of the performance of this Agreement. Contractor shall be responsible for all risk incurred in the operation of the Contractor's business, the delivery of the Services and in the protection of the Property.

I HAVE READ THIS UNCONDITIONAL WAIVER, FULL GENERAL RELEASE AND ASSUMPTION AND ACKNOWLEDGEMENT OF RISK AGREEMENT (PAGE ONE AND TWO), I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT, COERCION OR UNDUE INFLUENCE.

(I have read Page 2 _____(initial) _____(date))

I verify that I am mentally sound, in good physical health and fully capable to participate in the strenuous activities related to surfing, including all water related sports activities. Should the need for medical treatment for myself be necessary, I hereby authorize any physician, trainer or nurse selected by school personnel to order and conduct any emergency medical or surgical procedures necessary to save life and limb. I understand that I am fully responsible for all hospital, laboratory and doctor fees.

Signature: _____ Date: _____

Name: _____ Age: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Alternate Phone Number: _____

Email Address: _____ Alternate E-mail Address: _____

Equipment use policy: I understand that I am not being charged a rental fee for use of a surfboard during my surf lesson. Therefore I am fully responsible for the surfboard that Florida Surf Lessons affords me the use of. I agree that if I damage or break a loaner surfboard I will be required to purchase that surfboard at the price of \$15.00 over cost. YES _____ NO _____ (Please initial one)

* You may elect to purchase damage insurance - see page 5

Right to Photograph: By signing this agreement, I hereby give my consent and approval to the Florida Surf Lessons that they shall have the right, without obtaining my further approval, to photograph, take motion pictures of, televise, or reproduce in any manner or through any media, images of myself, my child, and my legal guardians. Florida Surf Lessons shall have the right to display, use, sell or license any such pictures or reproductions for any purposes commercial or otherwise without monetary compensation to myself, my child, or my legal guardian. YES _____ NO _____ (Please initial one)

(I have read Page 3 _____ (initial) _____ (date))

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(Under 18 at time of Registration)

This is to certify that I, as parent/guardian with legal responsibility for this participant, does consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns and next of kin. I release and agree to indemnify and hold the harmless the Releasees 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.

I VERIFY THAT MY CHILD IS MENTALLY SOUND, IN GOOD PHYSICAL HEALTH AND FULLY CAPABLE TO PARTICIPATE IN THE STRENUOUS ACTIVITIES RELATED TO SURFING. SHOULD THE NEED FOR MEDICAL TREATMENT FOR MY CHILD BE NECESSARY, I HEREBY AUTHORIZE ANY PHYSICIAN, TRAINER OR NURSE SELECTED BY SCHOOL PERSONNEL TO ORDER AND CONDUCT ANY EMERGENCY MEDICAL OR SURGICAL PROCEDURES NECESSARY TO SAVE LIFE AND LIMB. I UNDERSTAND THAT I AM FULLY RESPONSIBLE FOR ALL HOSPITAL, LABORATORY AND DOCTOR FEES.

X _____
Parent/Guardian's Signature

_____/_____/_____
Date Signed

(I have read page 4 _____(initial) _____(date)

PLANET AIR SPORTS, LLC

WAIVER AND RELEASE FROM ANY CLAIM OF RESPONSIBILITY OR DAMAGE

We want you to have a great experience with us. However, for your protection and ours, you must read and agree to the provisions below before you are authorized to use our facilities.

The different activities that are offered in our facility entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity.

If you are unable or unwilling to sign this Waiver and Release, you are welcome to enjoy yourself by watching others, but we cannot allow you to personally participate in any of our activities or actively use our facilities.

_____ (PRINT YOUR NAME) has read this Waiver and Release from any Claim of Responsibility or Damage, and agrees as follows:

1. I (and my parent or guardian, if applicable) recognize and agree that: regardless of the number and level of safety efforts taken both by me and Planet Air Sports, LLC (the Owner), all risk can never be eliminated, and participating in the activities within Planet Air Sports, LLC (the Park), involves inherent danger and potential risk of both minor and serious, temporary and permanent, bodily injury of any and all kinds, both caused by me and/or by others.

We assume all risk for, and financial cost of, any and all of that potential injury, and/or any damage to my property or to others. We fully, and forever waive, release and discharge Planet Air Sports, LLC, and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, servants, predecessors, successors, assigns, affiliated entities, heirs, personal representatives, and my applicable spouses, and all other persons, firms, corporations, associations or partnerships claiming by or through them, from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, exemplary and punitive), liability or obligations of any nature or kind, whether known at the time I leave the Park or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with: (a) my activities within the Park;

(b) the activities within the Park by others; (c) the operation of the Park by the owners; (d) my use of any and all of the Park facilities; and (e) my use of any and all equipment within the Park, whether owned by me, the owner or a third party.

2. I (and my parent or guardian, if applicable) understand and agree that: (a) participating in the activities within the Park involves physical exertion; (b) we represent and warrant that I am in sufficient good health to participate in activities within the Park; (c) we represent and warrant that I do not have any pre-existing physical or medical condition, including, without limitation, pregnancy, orthopedic problems, including back problems, heart problems, and/or breathing problems, that might be impacted or worsened by my use of the Park; (d) I fully understand that the released person's lack of knowledge of my medical and physical condition which may or may not result in an injury to myself or other persons, and voluntarily assume the risk associated with my own medical and physical conditions; and (e) I will not use the Park and its facilities while under the use of any drugs, alcohol or medications that may impair my physical abilities or judgment.

3. I (and my parent or guardian, if applicable) agree that: (a) I will abide by the Park's rules and the instructions and directions of Park employees and representatives; (b) those rules, instructions and directions are intended to promote the safety of both myself and others; (c) my failure or refusal to abide by those rules, instructions and directions can lead to the immediate revocation of my right to use the Park and its facilities, without any right to refund of any payments made; (d) in the event of sickness, accident or

injury, we authorize the Owner to obtain on my behalf emergency medical treatment and to secure such medical treatment at my expense; and (e) Owner is not responsible for lost or stolen property.

4. I (and my parent or guardian, if applicable) agree: (a) to use the Park and its facilities in a safe and responsible manner; and (b) to indemnify and hold the Owner harmless and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, servants, predecessors, successors, assigns, affiliated entities, heirs, personal representatives, and any applicable spouses, and all other persons, firms, corporations, associations or partnerships claiming by or through them, from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or judgment directly or indirectly arising out of, or relating to my acts or omissions while participating in any activities at the Park.

5. I fully acknowledge and understand that the employees of the released persons may be negligent and reckless in supervising and maintaining equipment and facilities owned and operated by the released persons. I fully understand and accept the risk associated with employees' negligence and recklessness that may or may not occur in the monitoring, supervising, and maintenance of the equipment and facilities owned and operated by the released persons.

6. I (and my parent or guardian, if applicable) certify and promise that I have adequate insurance to cover any injury or damage that may be caused by my participation and suffered upon my person, my property or other persons, or if I don't have insurance at the time for whatever reason, I agree to pay the entire costs associated with injury to or damage to myself, my property or other persons and their respective property. I agree to hold harmless and indemnify the released persons for all costs associated with injury to or damage to myself, my property or other persons and their respective property.

7. I (and my parent or guardian, if applicable) understand and agree that: (a) that this Waiver and Release From Any Claim of Responsibility or Damage gives up important legal rights; (b) we are giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me; and (c) the signatures below are proof of our intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

8. I agree to allow Planet Air Sports, LLC, and its representatives to photograph, video, and otherwise record my participation for all purposes including advertising in any manner and in all media, without restriction, to include but not limited to world wide web sites relating to the Park and my participation, and I voluntarily waive any right to inspect or approve the photograph or video, or the use thereof without compensation. I agree that all photographs, videos and recordings are the exclusive property of Planet Air Sports, LLC and that I waive all right to inspect and approve the use of the photographs, videos and recordings.

9. Without limiting the above waiver, release, and assumption of risk, I agree to the sole and exclusive venue of the city of Fort Lauderdale, Broward County, for any legal action. I further agree that the substantive laws of the State of Florida shall apply without regard to any conflict of law rules. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall be construed as far as possible to enforce their meaning to the

maximum extent possible and shall remain in full force and effect. I intend that no rules of construction be employed in the interpretation of this Agreement and that for all purposes I and Planet Air Sports, LLC are deemed joint authors hereof. I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I visit Planet Air Sports, LLC, whether at the current location or any other location or facility.

10. I agree that if the participant is a minor, this Release of Liability and Assumption of Risk agreement is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant.. I represent that I have full authority as Parent or Legal Guardian, to bind the minor participant to this agreement.

11. By signing this document, I intend to forever waive my right and the rights of the minor child to maintain any lawsuit or action against Planet Air Sports, LLC based on any claim of personal injury or death or property loss or damage. I have had sufficient opportunity to read and understand this agreement and consult with legal counsel, or have voluntarily waived my right do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein. I have read and understand the above WAIVER AND RELEASE FROM ANY CLAIM OF RESPONSIBILITY OR DAMAGE, and unconditionally agree to its full terms, statements, warranties, notices, representations, waivers and releases on behalf of both myself and marital community, if any, and my child or ward.

1. SECTION FOR PARTICIPANT AND/OR PARENT OR GUARDIAN

* (Required for all participants and/or the parent or legal guardian of a minor)

Legal Name _____

Signature _____ Today's date _____ (MM/DD/YY)

Email _____

Date of Birth _____ (MM/DD/YY) (You must be 18 years old or older)

Emergency contact _____ Phone Number _____

2. NAMES AND BIRTHDATES OF ALL CHILDREN UNDER 18

(This section is required if you are releasing the liability for children under 18)

In consideration of the minor child detailed below being allowed to participate in the activities, I voluntarily agree that all terms and conditions set forth herein shall equally apply so such minor as if the minor child was 18 years or older.

MINOR NAME #1 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy

MINOR NAME #2 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy

MINOR NAME #3 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy

MINOR NAME #4 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy

PLEASE NOTE WE RESERVE THE RIGHT TO REVIEW YOUR DRIVER'S LICENSE AND/OR OTHER FORM OF IDENTIFICATION IN ORDER TO VERIFY IDENTITY AND DATE OF BIRTH/ AGE.