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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))