

THE HANG 8 DOG SURFING EXTRAVAGANZA

PRESENTED BY DAYTONA DOG BEACH INC IN PARTNERSHIP WITH VOLUSIA COUNTY ANIMAL SERVICES
WAIVER FOR CONTEST

Hold harmless release: READ BEFORE SIGNING:

This release bars your right to recover damages in the case of an accident injuring in regard to registering and/or participating in the Hang 8 Dog Surfing Extravaganza #1. I promise to inspect the contest and event site and assure myself that the area is safe for participating and surfing and further agree that I will not participate unless I am satisfied that the area and conditions are safe to participate in the activity level of my choice. I fully understand and comprehend the dangers of surfing created by the sharp edges and fins of a surfboard along with the natural buoyancy of equipment I choose to use when they are acted on by the ocean and ocean waves.

With full knowledge, comprehension, understanding of these dangers, I voluntarily accept and assume all risks involved in each activity I chose to participate in noting existing weather conditions and do agree that I voluntarily assume all risks arising from conditions related to the competition site by myself and others. If I bring a dog with me, I attest that my dog is current on all vaccinations, is friendly and social around other people and dogs. I attest that I am able to control my dog(s) behavior and will control the dog at all times. I will prevent aggressive behavior including, but not limited to, aggressive play fighting, excessive barking and nipping. I agree to pick up my dog's feces in all areas of the event area.

In consideration of your acceptance of my entry into the event area, I intend legally bound hereby myself, heirs, executors, and administrators to indemnify, defend, and hold harmless Daytona Dog Beach Inc., its directors, the City of Daytona Beach, Volusia County and its public officials (elected and appointed), State of Florida, Hang 8 Dog Surfing Organization, sponsors, members, vendors, successors and assigns, agents, officers, and employees, connected with the event from and against all claims of every kind and nature (including losses incurred or suffered in consequences either of bodily injury to a person or damage to property), damages, losses, and expenses, including, but not limited to, attorney's fees and costs, arising out of or resulting from my presence or participation in the above described Activity, regardless of whether any such claims result or arise from my negligence, my Child's negligence, or the negligence of parties named herein and do hereby grant all the named parties such release as described herein. I acknowledge that I have read and understand all of the above. By signing this document and being on premises of the event, I understand and agree that I do so at my own risk of myself and my dog. I am solely responsible for supervising my dog. I understand that despite proper preparation and instruction, there is still risk of serious injury, including deaths to a dog, its owner/handler, or other persons or animals. Not all hazards and dangers associated with the event can be foreseen.

Even the best trained dogs can act instinctively and unpredictably. I will keep a collar on my dog and leashed at all times (unless actively surfing) and if my dog is being led by a retractable style leash, it will remain in the locked position no more than 5 feet in length. I will use a dog specific flotation device while in the water at all times. No dogs that have been considered a "dangerous dog" under FL statute section 767.11 are allowed into the event. I hereby acknowledge and agree the attendance of this event entails risk of damage, loss injury to animals, persons, or property (including me, other persons, my dog, and other dogs or animals), and I voluntarily agree to assume the full risk and responsibility for any injuries, damages, loss, liability, costs and expenses, regardless of severity, extent or amount, that (a) I, my dog or any other person accompanying me might sustain or incur as a result of my presence at the event or (b) any other person or animal might sustain as a result of my or my dogs actions or conduct in connection with my presence at the event and surrounding area.

PHOTOGRAPHY AND VIDEO/AUDIO RELEASE. The County strives to advertise and publicize its environmental and educational programs in a complimentary and appropriate manner. In the course of **my Child's or my** participation in the Activity, he/she may be photographed or recorded participating in the Activity, and such photographs or recordings may be used, distributed, or otherwise disseminated by the County in displays, advertising, or other printed, online, or broadcast materials to publicize or otherwise advertise its recreation programs. Given the foregoing, I hereby give the County of Volusia permission to publish, distribute, or use any recorded video, photographs, or other images or audio recordings of myself or my child, along with my and/or his/her name for art, advertising, trade, public information, or any other lawful purpose.

I HAVE CAREFULLY READ AND REVIEWED THIS WAIVER AND RELEASE. I UNDERSTAND THAT BY EXECUTING IT, I AM GIVING UP MY RIGHTS TO BRING ANY LEGAL ACTION OR ASSERT ANY CLAIM AGAINST THE COUNTY OF VOLUSIA, INCLUDING ITS DISTRICTS, AUTHORITIES, SEPARATE UNITS OF GOVERNMENT ESTABLISHED BY LAW, ORDINANCE OR RESOLUTION, PARTNERS, ELECTED AND NON-ELECTED OFFICIALS, EMPLOYEES, AGENTS, VOLUNTEERS, AND ANY PARTY WITH WHOM THE COUNTY HAS AGREED BY CONTRACT TO PROVIDE ADDITIONAL INSURED STATUS ON THE BASIS OF THE NEGLIGENCE OF THE COUNTY, ANY THIRD PARTY, OR MYSELF ARISING FROM OR IN CONNECTION WITH MY PARTICIPATION IN THE PARADE. IN ADDITION, I HAVE VOLUNTARILY SIGNED THIS WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN WAIVER AND RELEASE HAVE BEEN MADE TO ME BY THE COUNTY OR ITS AGENTS OR REPRESENTATIVES.

Contestant Name: _____

Contestant Signature: _____

Dog Name: _____

Name of Parent / Guardian if under 18: _____

Signature of Parent / Guardian: _____

I HEREBY CERTIFY that I am the parent or legal guardian of the competitor named above and do hereby give my permission without reservation and with full understanding and comprehension of the foregoing agreement to hold the aforementioned organization and government entities harmless any and all liabilities including any such injuries which were alleged to have occurred as a result of negligent failure of Hang 8 Dog Surfing officials, judges, and directors to properly supervise participants in the course of the event.

FULL LEGAL NAME: _____

DATE OF BIRTH: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

EMERGENCY CONTACT NAME AND PHONE NUMBER: _____