

**PACIFIC COAST SURF LESSONS RELEASE OF LIABILITY WAIVER AND ASSUMPTION OF RISKS AGREEMENT\*\***

**Caution\*\* do not sign this document without reading it in its entirety. By signing this you give up important legal rights. Surfing is an athletic activity. The participation involves certain risks. Please read and understand this document.** This is a legal document my signature is my acknowledgement of the contents of this contract.

- 1) **I will not sign this unless I fully understand and agree to be bound by its contents. I know how to swim and maintain buoyancy in the open water and I am in good health:** My swimming skills are above those of a novice and I can keep my head above water without my feet touching the bottom for extended periods of time. Likewise, I am in good physical and mental health. I am not under the influence of drugs or alcohol or other substances which may impair my swimming skills or ability to take and follow instruction. I am not pregnant and do not suffer from any spinal or skeletal defect. I do not suffer from any hearing, vision or balance impairment or any other physical impairment. I understand that forgoing representations as to my physical condition are being relied upon by PACIFIC COAST SURF LESSONS. I hereby agree to follow all rules, regulations, and instructions of PACIFIC COAST SURF LESSONS while participating in a class, lesson, or by renting the equipment from.
  
- 2) **I acknowledge that surfing may be a dangerous sport and assume such risks:** I am aware open water activities in general can be dangerous and surfing specifically involves inherent risk. I may damage my belongings, get hurt, get injured, become ill, drown, or even die. I further acknowledge that I have voluntarily chosen to rent equipment, or take surf lessons from PACIFIC COAST SURF LESSONS, or if the individual taking said lessons is a minor I have as the Parent or legal guardians voluntarily consented to such minor taking such lessons or renting equipment. I know and fully understand that surfing is a dangerous outdoor activity in an uncontrolled environment with inherent risks and hazards where serious accidents can occur participants can sustain property damage, injury, illness, or even die. I acknowledge and willingly and voluntarily assume all risks and hazards in surfing or beach related activities in all phases of these activities from the training sessions till the conclusion of class, lessons or equipment rental period including but not limited to loss of board control, collisions, falls from surfboard, malfunction of equipment, collision with any man made or natural object, submersion in water, encounters with animals, marine life, algae bacteria, extreme temperatures sun damage including travel by foot vehicle or any other method related to this activity, unavailability of appropriate medical attention. I understand and acknowledge the above list is not meant to be complete or exhaustive and that the other unforeseen or unanticipated risks known or unknown may also exist and result in injury, illness, disease or death.
  
- 3) **I hereby waive my right to sue PACIFIC COAST SURF LESSONS:** In consideration for PACIFIC COAST SURF LESSONS agreeing to provide me with equipment rental or surf instruction and or allowing me to participate in this class or lesson, I agree that I shall not make claim or bring action against, sue, or hold responsible the county of Marin, California parks, Town of Stinson Beach or Bolinas, Proof Lab Surf Shop, Stinson Beach Surf Camp, or PACIFIC COAST SURF LESSONS, it's Owners ( including Nick O'Connor), officers, agents, employees, associates, and representatives, (referred collectively in this agreement as (Pacific Coast Surf Lessons) or expect require or pursue them, to be held accountable for any damages. I voluntarily agree to release, discharge, and hold harmless Pacific Coast Surf Lessons and from and against any and all claims of liability even those arising out of their negligence, fault, recklessness, or any other act of act of omission which causes me damages and discharges Pacific Coast Surf Lessons from any act of omission, excluding acts of gross negligence, in rendering or failing to render any type of rescue, emergency or medical services.
  
- 4) **Indemnity:** I further agree, to hold harmless, defend and indemnify Pacific Coast Surf Lessons, County of Marin parks and open spaces, town of Stinson Beach and Bolinas from all defense costs, including

attorney's fees incurred in connection with any claim arising from the activities herein, including but not limited to those for bodily injury, wrongful death, or property damage whether caused or sustained by any minor under the age of 18 on whose behalf I'm signing, or which I may have cause to spectators or other third parties whether negligent or not in the course of my participation in this activity. In the event, of any actions regardless of where venue lies, any such actions shall be filed in the state court of Marin County California. In the event that any action is filed other than in the state court of Marin County, California it shall be moved to the state court of Marin county, California on a motion and at the option of Pacific Coast Surf Lessons.

- 5) **Transportation Release:** I hereby give permission to authorized representatives of Pacific Coast Surf Lessons and its contracted drivers to provide transportation in an authorized vehicle for my child to be transported to and from camp. I do hereby indemnify and hold harmless Pacific Coast Surf Lessons and its administrators, employees, and persons transporting my child for any claim arising out of injury or accident or incident in the course of providing transportation for my child.
- 6) **Permission to obtain medical assistance:** In the event of injury, illness, or emergency, accident, or other harm sustained by me (or by the minor on whose behalf I'm signing this document), I hereby give permission to obtain medical assistance, in which event I hereby make the same releases and waivers in Pacific Coast Surf Lessons favor as I have otherwise made in this agreement in connection with any such medical assistance sought or not sought. in addition, the expenses for any such medical emergency shall be my sole responsibility and not that of PACIFIC COAST SURF LESSONS.
- 7) **Promotional use of images:** I hereby agree Pacific Coast Surf Lessons may use film or photographic records of this surfing class or lesson for its promotional use without compensating me, and I consent to the use of my name and likeness for such a use in any media known or not known.

**I HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND IT IS MY INTENTION THAT IT BE BROADLY CONSTRUED IN THE FAVOR OF PACIFIC COAST SURF LESSONS IN THE EVENT OF ANY AMBIGUITIES, WHICH SHALL BE RESOLVED IN PACIFIC COAST SURF LESSONS FAVOR. I UNDERSTAND THAT I OR ON BEHALF OF MY MINOR CHILD AM ASSUMING ALL RISKS INHERNT WITH THIS SURFING ACTIVITIY, AND THAT I OR MY MINOR CHILD MY BE INJURED OR BECOME ILL OR EVEN DIE AS A RESULT OF SURFING. I UNDERSTAND THAT THIS IS A RELEASE OF ANY AND ALL CLAIMS. I UNDERSTAND THAT THIS ENTIRE AGREEMENT BETWEEN ME AND PACIFIC COAST SURF LESSONS AND THAT NO REPRESENTATIONS HAVE BEEN MADE TO ME BY PACIFIC COAST SURF LESSONS OUTSIDE THIS AGREEMENT. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY EXCEPTANCE OF ALL THE PROVISIONS IN THIS RELEASE AND MY AGREEMENT TO BE BOUND BY THEM.**

Name of Participant: \_\_\_\_\_

Name of parent or guardian (for minor participant): \_\_\_\_\_

Signature: \_\_\_\_\_