



## **VOLUNTARY RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

**This agreement waives any and all claims or liability against Surfers for Autism as a result of your and your child's or children's participation in any event held by Surfers for Autism. PLEASE READ THIS CAREFULLY.**

**I AM AWARE THAT THE ACTIVITIES CONTEMPLATED AT AN EVENT (AN "ACTIVITY" OR THE "ACTIVITIES") ARE HAZARDOUS ACTIVITIES AND THAT I OR MY CHILD(REN) COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.**

IN CONSIDERATION for being permitted to attend a SURFERS FOR AUTISM II, INC. event, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue SURFERS FOR AUTISM II, INC. together with all of its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, assigns, general members, and/or guests (hereinafter collectively "SFA"). I, further agree to indemnify, defend, and hold harmless from, and waive any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to me and/or property that may be caused by any act, or failure to act of SFA, including but not limited to negligence, or that may otherwise arise in any way in connection with SFA. I understand that this release discharges SFA from any liability or claim that the I may have against SFA with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, SFA, including without limitation whether it was caused by the negligence of SFA that results in injuries or death, and/or specifically related to COVID-19 and any other illnesses that result in sickness or death.

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I further acknowledge that SFA cannot guarantee that the I or my child(ren) will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of the myself and others, including, but not limited to, SFA. I understand if I or my child(ren) voluntarily attend an event associated with SFA, I/they, am/are increasing my/their risk of exposure to the Coronavirus/COVID-19.

I further expressly agree that this assumption of risk, release, waiver of liability, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that if any portion thereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole.

I agree I am sufficiently informed about the risks involved to decide whether to attend this event; that I am at least eighteen (18) years of age and fully competent; and by proceeding past this document has been given full, adequate, and complete consideration and is fully intending to be bound by the same.

I agree that any lawsuit or litigation that I pursue against SFA, arising out of any activity I participate in with SFA, shall be brought in the 19<sup>th</sup> Judicial Circuit in and For Martin County only. Moreover, I agree that if SFA is the prevailing party to any litigation brought by me against SFA, I shall pay all attorney's fees and costs of SFA for such litigation defense.

I am executing this **VOLUNTARY RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT** electronically by use of my electronic signature. I further understand and acknowledge that in accordance with Florida Statute 668.004, that my electronic signature to sign this document shall have the same force and effect as a written signature.

I, on behalf of myself and my child(ren), fully understand and acknowledge that photocopies or computer stored copies of original signed documents shall have the same force and effect as originals thereof and shall be treated as originals for the purpose of their admissibility in evidence.

I, consent for no value received and without further consideration or compensation to the use (full or in part) of all videotapes, pictures taken of me and any member of my family and/or recordings made of my voice and/or written extraction, in whole or in part, of such recordings or musical performance for the purposes of illustration, broadcast, or distribution in any manner.

**I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, AGREES TO ITS TERMS, AND THAT BY ATTENDING THE EVENT, AGREES TO ITS CONTENTS, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM SFA IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY SFA EVENT OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. THE RELEASOR UNDERSTANDS THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.**

**PARTICIPANT (if over 18)**

**PARENT OR GUARDIAN (if under 18)**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
AGE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**A PARENT/GUARDIAN OF VOLUNTEERS UNDER 18 MUST SIGN AND HAVE NOTARIZED.**

\_\_\_\_\_  
Print Name of Parent or Guardian

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Official Witness (Notary) Name, Please Print

\_\_\_\_\_  
Official Witness (Notary) Signature

This page must always be completed in full with original manual signature and notarization with seal.

Date: \_\_\_\_\_

Stamp/Seal

