

Malibu Sharks Surf Team Release and Waiver of Liability and Indemnity Agreement



In consideration of being accepted as a participant with the MALIBU SHARKS SURF TEAM, I _____, for myself, my child, my heirs, next of kin, representatives and assigns:

1) Hereby release, waive discharge and covenant not to sue MALIBU SHARKS SURF TEAM or the Board of Directors, coaches, students, members, parent volunteers, or any of the Board of Directors, owners, partners, parent volunteers, or principals of any facility whereat MALIBU SHARKS SURF TEAM is offering instruction or communications, and each of them, from all liability for any and all claims or demands arising from or related to any injury to the undersigned whether caused by the negligence of MALIBU SHARKS SURF TEAM or any of the Board of Directors, instructors, students, or members, and each of them including the partial or sole negligence of any of them.

2) Agree to indemnify, defend, and hold harmless the MALIBU SHARKS SURF TEAM or the Board of Directors, instructors, students, members, partners, parent volunteers, or principals of any of the faculty whereat MALIBU SHARKS SURF TEAM is offering instruction or communications, and each of them, any loss, damage, cost, action or lawsuit, arising from or related to my conduct as a participant with MALIBU SHARKS SURF TEAM.

3) I understand that Surfing, Skateboarding, and physical training related to improving surfing skills, are physical activities and involve the risk of injury. I further understand that the training may involve arduous physical exercise and extensive stretching, requiring strength, agility, flexibility and extremely arduous aerobic demand. With this knowledge, I assume the full risk of, and responsibility of any bodily injury that I may suffer, including but not limited to broken bones, herniated disks, strokes, nerve damage, brain damage, property damage, or even death due to my conduct and activities while a participant with the MALIBU SHARKS SURF TEAM; or the conduct and activities of other MALIBU SHARKS SURF TEAM participants, coaches, instructors, and parent volunteers.

4) I expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the state of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue **in** full force and effect. I have read this release and waiver of all liability and indemnity agreement, understand it, and voluntarily agree to each of the provision and terms thereof. I further agree that there have been no oral representation, statement, or indictments made apart from the foregoing written agreement. I further agree that irrespective of where MALIBU SHARKS SURF TEAM events are held, any and all lawsuits must be filed and occur in Malibu, California.

Parent/Guardian Name (print): _____ Date: _____ Signature: _____

Participant Name (print): _____ Date: _____ Signature: _____