

## **WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT CORONA VIRUS/COVID-19**

In consideration for conducting surf lesson at/by The Ron Jon Surf School (referred to herein and often in this document as RJSS) and/or School of Surf LLC, Cocoa Beach, Florida (herein the Activity or Activities) I, on behalf of myself and any minor child/children for whom I have the capacity to contact, hereby acknowledge and agree to the following:

I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.

1. Notwithstanding the risks associated with the COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.
2. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my use of premises equipment and participating in Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) RJSS, School of Surf LLC, office and facilities of same as well as City of Cocoa Beach their owners, officers, directors, agents, employees and assigns (the RELEASEES) from any liability related to COVID-19 which may occur as a result of my being on the premises and participating in the activities.
3. I shall indemnify, defend and hold harmless the RELEASEES from any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitations, attorneys' fees, costs and disbursement, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the state of Florida. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND THIS IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON THE PREMISES AND PARTICIPATE IN THE ACTIVITIES.
5. I, UNDERSTAND THAT MY TEMPERATURE WILL BE TAKEN IN A NON-INVASIVE FORM AND IF MY TEMPERATURE EXCEEDS 100.4 DEGREES, THE ACTIVITY WILL BE DENIED AND ANY DEPOSIT WILL NOT BE REFUNDED.
6. IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made: I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration, fully intending to be bound by same.

IN WITNESS WHERE, I HAVE SIGNED THIS WAIVER AND AGREEMENT UNDER SEAL ON

\_\_\_\_\_, 2020. SIGNATURE \_\_\_\_\_ NAME \_\_\_\_\_  
NAMES OF MINOR CHILD(REN) \_\_\_\_\_