



PARTICIPANT'S NAME: _____

PARENT/GUARDIAN'S NAME: _____

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for participating in the Surf Ride Surf School/Surf Ride Surf Camp (hereafter, "Surf Camp"), including receiving surf lessons and instructions during the camp, and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the City of Oceanside, Surf Ride, Inc., a California corporation ("Surf Ride"), Surf-Ride Surf School, LLC, a California limited liability company, and their officers, servants, agents, and employees (hereinafter referred to as "RELEASEES") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

2. To the best of my knowledge, the participant can fully participate in this activity. I understand that the sport of surfing involves certain inherent risks of bodily injury and/or death (including, but not limited to being hit or injured by my surfboard, other surfers and their equipment, or from rocks, sand, surf, wildlife, undertow, and wave action). I am fully aware of the risks and hazards connected with surfing, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE of the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California and shall be interpreted as broadly as California law permits in favor of RELEASEES.

5. I UNDERSTAND THAT THE RELEASEES WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURY I MAY SUSTAIN.

6. I ALSO UNDERSTAND THAT USERS OF THE WATER SPORTS EQUIPMENT ARE INDIVIDUALLY RESPONSIBLE FOR DAMAGE TO MY SURFBOARD AND EQUIPMENT AND ANY RESULTING PERSONAL INJURIES.

7. I UNDERSTAND THE LEGAL CONSEQUENCES OF SIGNING THIS DOCUMENTS INCLUDING THAT I AM: (A) RELEASING RELEASEES FROM ALL LIABILITY, (B) PROMISING NOT TO SUE THE RELEASEES, AND (C) ASSUMING ALL RISKS OF PARTICIPATING IN THE SURF CAMP, INCLUDING TRAVEL TO, FROM AND DURING THE SURF CAMP ACTIVITIES. I HAVE READ THIS DOCUMENT, AND AM SIGNING IT FREELY, AND ACKNOWLEDGE THAT NO OTHER REPRESENTATIONS CONCERNING THE LEGAL EFFECT OF THIS DOCUMENT HAVE BEEN MADE TO ME.

8. I acknowledge and agree that I am signing this release (including the Minor's Release of Liability below) electronically. I agree that my electronic signature below, is the legal equivalent of my manual signature on this Release. I consent to executing this Release electronically, and to be legally bound by the terms and conditions of this Release including the Minor's Release of Liability, below.

Initial: _____

PARENT/ GUARDIAN SIGNATURE: _____ **DATE:** _____ /24

Driver's License: State _____ Number _____

MINOR’S RELEASE OF LIABILITY:

On behalf of my child, I, the undersigned parent/guardian, accept and assume any and all risks associated with his/her attendance and participation in Surf Camp as described in the Waiver of Liability and Hold Harmless provisions above, the terms of which are fully incorporated herein and shall apply to my minor child. I understand that my child should not attend the Surf Camp if he/she is not healthy. I understand that my child must abide by Surf Camp policies and the instructions of the Surf Camp staff. I agree that should my child be dismissed from Surf Camp, no part of my Surf Camp tuition will be refunded. I understand that no reduction in the tuition will be made for late arrival, early departure, vacations, illness or injury. In the event that I cannot be contacted in an emergency, I hereby grant Surf Ride, Inc., and Surf Ride Surf School, LLC permission to give immediate treatment to my child and/or take my child to a hospital emergency room. I acknowledge that I have been advised of the risks of my child’s participation in Surf Camp as described in this document, and knowing these facts and in consideration for accepting my child’s participation in Surf Camp, I, for myself and for my child attending the Surf Camp, hereby agree that neither the City of Oceanside, Surf Ride, Inc., Surf Ride Surf School, LLC, nor any of their agents, employees, or affiliates are responsible for any accidents, injuries, and/or medical or dental expenses arising from my child’s participation in the Surf Camp and, accordingly, I covenant not to sue, and waive, release, and discharge the City of Oceanside, Surf Ride, Inc., Surf Ride Surf School, LLC, and anyone working on their behalf from any and all claims of liability or expenses of any kind or nature whatsoever arising out of or relating to my child’s participation in the Surf Camp. I have carefully read all of the information in this waiver and release form and agree to all terms and conditions.

PARENT/ GUARDIAN SIGNATURE: _____ **DATE:** _____ /24

I do hereby solemnly swear that I have legal custody of the aforementioned minor child. I grant my authorization and consent for Surf Ride Surf School, LLC and/or Surf Ride, Inc., (hereafter “Surf Ride”) to administer general first aid treatment for any minor injuries or illnesses experienced by my minor child. If the injury or illness is life threatening or in need of emergency treatment, I authorize the Surf Ride to summon any and all professional emergency personnel to attend, transport, and treat the participant and to issue consent for any X-ray, anesthetic, blood transfusion, medication, or other medical diagnosis, treatment, or hospital care deemed advisable by, and to be rendered under the general supervision of, any licensed physician, surgeon, dentist, hospital, or other medical professional or institution duly licensed to practice in the state in which such treatment is to occur. It is understood that this authorization is given in advance of any such medical treatment, but is given to provide authority and power on the part of the Surf Ride in the exercise of Surf Ride’s best judgment upon the advice of any such medical or emergency personnel.

This authorization is effective ___/___/2024 - ___/___/2024.

PARENT/ GUARDIAN SIGNATURE: _____ **DATE:** _____ /24

AUTHORIZATION FOR MINOR’S MEDICAL TREATMENT

Doctor’s Name: _____ **Doctor’s Phone #:** _____

Insurance Co: _____ **Policy #:** _____

Dentist’s Name: _____ **Dentist’s Phone #:** _____

Insurance Co: _____ **Policy #:** _____

Allergies or Other Instructions: _____

PHOTO RELEASE: I hereby irrevocably release, consent and allow Surf Ride photographers to take photographs of myself and my child as it pertains to my/my child’s participation with the Surf Camp. I hereby irrevocably grant Surf Ride, Inc., and Surf Ride Surf School, LLC the right to utilize these photographs and videos, in its brochures and promotional materials including but not limited to slide shows, web sites, and other Surf Camp or promotional materials.

PARENT/ GUARDIAN SIGNATURE: _____ **DATE:** _____ /24