



San Diego Surf School Waiver

SPORT PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR SAN DIEGO SURF SCHOOL

Please read and make sure you understand the implications of signing.

I, for myself and on behalf of my heirs, assigns, personal representatives, next of kin and whomever else may have an interest either at common law or by operation of statute, hereby release, waive, relinquish, discharge and covenant not to sue SDSS, the city of San Diego, and their officers, instructors, Officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the SDSS activity ("Releasees"), from liability from any and all claims for any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, sustained as a result of, arising out of or related to any SDSS activity, to the fullest extent permitted by law. In consideration of being allowed to participate in any way in one or more San Diego Surfing School, Inc., dba San Diego Surf School ("SDSS") classes, surfing and other water sport lessons, programs, related events and activities (referred to herein as a "SDSS Activity" or "SDSS Activities" as the context requires), I acknowledge, appreciate, and agree that:

General

SDSS Activities are inherently risky and potentially dangerous. The risk of injury from many of the SDSS Activities is significant, including the potential for permanent paralysis and death, and while particular skills, instruction, equipment, and personal discipline may reduce this risk, the risk of serious injury cannot be eliminated. Risks include, but are not limited to: injury to the head, neck or spine; drowning; injury to muscles, bones, ligaments, tendons and other connective tissues; injury to internal and external organs, loss of or damage to sight, hearing, or teeth; long or short term disability; loss of income, career opportunities or the enjoyment of life; and pain, scarring and/or disfigurement. With a signature below I grant permission for my child(ren) to be photographed, or their images recorded for print or electron use in promoting San Diego Surf School services. I understand that it is my responsibility to notify the staff that I no longer wish to authorize the above uses. I agree that this will remain in effect during the time of my child(ren)'s attendance at the surf school. I understand that there will be no payment for me or my child(ren)'s participation in this release. The causes of possible injury are many, including but not limited to: injury from contact with water, waves, sand, rocks, coral, equipment, other persons, submerged or partially submerged objects ; water inhalation; injury from bodily contact, incidental to or inherent in the nature of the activity; slipping and falling or tripping on surfaces, regardless of physical or environmental conditions; entanglement with equipment; injury from warming up, practicing or training for participation; injury due to supervision or lack of supervision by SDSS employees or agents, including instructors, or to instructions (or lack thereof) regarding the use of equipment or tools or to the nature of the activity itself; injury from contact or encounters with animals or plants; negligent or malicious acts of other participants, regardless of whether SDSS had or should have had knowledge of the likelihood of negligent or malicious acts by such participant and other causes that are incidental to or inherent in the nature of the activity.

I understand and acknowledge the contagious nature of COVID-19 and voluntarily assume all such risk that my child and I may be exposed to or infected with COVID-19 through participation in the San Diego Surf School activities and programs, and that such exposure or infection may result in personal injury, illness, permanent disability and/or death.

Assumption of Risk

I knowingly and freely assume all risks related to or arising out of any SDSS activity, both known and unknown, even if arising from the negligence of the RELEASEES (as defined in the next paragraph) or others and assume full responsibility for my participation.

Release from Liability

I, for myself and on behalf of my heirs, assigns, personal representatives, next of kin and whomever else may have an interest either at common law or by operation of statute, hereby release, waive, relinquish, discharge and covenant not to sue SDSS, the city of San Diego, and their officers, instructors,

Officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the SDSS activity ("RELEASEES"), from liability from any and all claims for any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, sustained as a result of, arising out of or related to any SDSS activity, to the fullest extent permitted by law.

**** Please wear a mask at all time prior to getting in the water. If you do not have a mask we can provide one for you.

Severability.

I expressly agree that this agreement is intended to be as broad and inclusive as is permitted by the law of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I acknowledge that surfing and other SDSS activities may be dangerous and I accept and assume such risks. I have read this assumption of risk, release of liability and indemnification agreement, fully understand its terms, understand that I have given up substantial rights by signing it, including the right to sue, and sign it freely and voluntarily and intend to completely and unconditionally release the San Diego Surfing School, INC. and the city of San Diego from all liability in connection with my participation in or attendance of any SDSS activity.

Participant Name: _____ Age: _____ Date of Birth: _____

Signature: _____ Date Signed: _____

Email: _____

Emergency Contact (Name/Phone): _____ Relationship: _____

For Participants of Minority Age (Under age 18 at the time of registration)

This is to certify and represent to SDSS that I am the parent/guardian with legal responsibility for this minor participant and that I have legal authority to sign this agreement. I have read this assumption of risk, release of liability and indemnification agreement and fully understand its terms. I acknowledge that surfing and other SDSS activities may be dangerous and I accept and assume such risks. I consent and agree to the minor participant's assumption of risk, release from liability and indemnification as provided above of all the Releasees, and on behalf of myself, the minor participant, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to the minor participant's involvement or participation in an SDSS activities as provided above, even if arising from the negligence of the releasees, to the fullest extent permitted by law. I agree to indemnify, defend, save and hold harmless the Releasees from and against any and all claims, demands, liabilities, damages, actions, causes of action, losses, injuries, costs, or expenses, including attorneys' fees, arising out of or in any manner connected with this agreement including but not limited to matters concerning the authority or lack of authority of the undersigned to execute this agreement.

Name of Minor: _____ Age: _____ Date of Birth: _____

Parent Signature: _____ Date Signed: _____

Parent Name: _____ Parent Phone #: _____

Email: _____