



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT FOR SURF EDUCATION ACADEMY (S.E.A) AND ALL ITS AGENTS, OFFICERS, AND EMPLOYEES. THIS WAIVER HOLDS SURF EDUCATION ACADEMY, ANY SHOPS REFERRING S.E.A SERVICES, AND THE CITY OF SAN DIEGO AND ITS AGENTS, OFFICERS AND EMPLOYEES HARMLESS AND INDEMNIFIES THESE PARTIES FROM ANY CLAIMS.

In consideration of receiving permission to participate in activities offered by Surf Education Academy and its officers, servants, agents, volunteers, employees, and any affiliate sponsors (hereinafter referred to as Releasees), including but not limited to surfing, skateboarding, water sports, classes, camps, clinics, lessons, programs, and events (referred to herein as a “activity” as context requires), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

WAIVE ALL CLAIMS: All participants hold Surf Education Academy, its agents officers and employees AND the City of San Diego, its agents, officers and employees harmless and indemnifies them from any claims. Participant release, waives, discharge and covenant not to sue Releasees, from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death or paralysis, that may be sustained by me (or my next of kin), or to any property belonging to me, whether caused by the negligence of the Releasees, or otherwise, while participating in the Activity, or while in, on or upon the premises where the activity is being conducted, while in transit to or from the premises, or in any place or places connected with the activity.

Participants hereby release, waive, discharge and covenant not to sue Releasees, from any and all liability, claims, demands, actions and causes of action whatsoever arising from transportation provided by, organized by or in conjunction with activities provided by Releasees.

ASSUME ALL RISK: I am fully aware that participating in the activity provided by Releasees are inherently dangerous and are extremely high risk and have unknown hazards that the Releasees cannot fully account for connected with the venue(s), the ocean, land and participation in the activity or activities. I am also fully aware that there may be risks and hazards unknown to me connected to participating in the Activity, and I hereby elect to voluntarily participate in the Activity, and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to myself and my property at anytime and is out of control of the Releasee. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death and paralysis that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in the Activity, whether caused by the negligence of Releasees or otherwise.

TO INDEMNIFY: It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, next of kin and assigned and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to sue Releasees, the city of San Diego, and their officers, employees, contractors, agents, or volunteers.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Releasee and its counsel in any proceeding.

Officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Surf Education Academy activity 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 Surf Education Academy activity, to the fullest extent permitted by law.

Medical Release I understand that I will be notified in the case of a medical emergency involving my child. In the event that i cannot be reached, I authorize the calling of a doctor and/or the providing of necessary medical services, including being transferred to a hospital. I understand that Surf Education Academy and the City of San Diego, or their officers, owners or staff will not be responsible for any medical expenses incurred, but that such expenses will be the responsibility of the participant or parent/guardian (for minors).

Photography/Video/Media Release Participant hereby grants to the Releasees, its representatives, and employees, sponsors the right to take photographs/videos of Participant in connection with Participant's participation in the Activities. Participant hereby authorizes the Releasees to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Releasees may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content. If participant does not wish to have their images used for promotional purposes, please let Surf Education Academy know in writing.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant Name & DOB: _____

Parent/Guardian Name Printed if under 18 _____

Medical Information about the participant that we should know about*

Emergency Contact Name/Number _____

X _____ Date _____

Participant Signature / Parent or Guardian if Under 18