

## Liability Release Form

I, being 18 years of age or older, do for myself (and for or on behalf of my child participant, if said child is not of age or older) do hereby release, forever discharge and agree to hold harmless

In consideration in being allowed to participate in surfing, camping, biking, and water/land sport events and activities, and/or being provided with water/land sport recreational property or services, for myself and any minor children for whom I am parent, legal guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns;

**1.) ACKNOWLEDGMENT OF RISKS. I acknowledge that SURFING, CAMPING, BIKING, AND WATER/LAND SPORTS AND WATER/LAND RECREATIONAL ACTIVITIES ARE VERY DANGEROUS** and involve the risk of serious injury and/or DEATH. Risks include, but are not limited to changing tides and water flow, large and hazardous waves, hidden obstructions, wildlife, inclement weather, equipment failure, and participant error, all which can cause serious injury, paralysis, and/or death. \_\_\_\_\_ (initial)

**2.) EXPRESS ASSUMPTION OF RISK AND RESDPONSIBILITY.** I agree to assume responsibility for all the risks of the activity, whether listed above or not, **EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED BELOW.** My/our participation in the activity is purely voluntary. I assume full responsibility for myself and any minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death or loss of personal property **EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW,** to the fullest extent permitted by law. I understand that I am the only person authorized to use any provided to me, and I will not allow anyone else to use it. \_\_\_\_\_ (initial)

**3.) RELEASE.** I hereby release Endless Summer Adventures LLC, Anthony Oronzi, its principals, directors, officers, agents, employees and volunteers, and each and every landowner, municipal and/or government agency upon whose property an activity is conducted ("owner"), if any, (Collectively "Releases") **FROM AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN OR ANY OTHER PERSONS** as a result of my/our participation in the activity, **EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW,** to the fullest extent permitted by law. Further, authorization and permission is given to said trip and travel organizers to furnish and hereby release liability of transportation, food and lodging for this participant. \_\_\_\_\_ (initial)

**4.) INDEMNITY.** I hereby agree to **INDEMNIFY** and **SAVE AND HOLD HARMLESS** the Releasees and each of them **FROM ANY LOSS, LIABILITY, DAMAGE OR COST** they may incur arising out of or related to the use of any surfing equipment provided to me, or arising out or related to my participation in any surfing, water sports or water recreational activity, **WHETHER CAUSE BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.** \_\_\_\_\_ (initial)

**I HAVE READ THIS ASSUMPTION AND ACKNOWLEDGMENT OF RISKS, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST THE RELEASEES, THE OPERATOR NAMED ABOVE, OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND INDEMNITY TO THE GREATEST EXTENT ALLOWED BY LAW.** \_\_\_\_\_ (initial)

I am voluntarily choosing to surf or allow my child to surf at City of San Diego beach. As lawful consideration for permission to participate in a commercial operation on a City of San Diego beach, **I agree to release from any legal liability and agree not to sue or file claims against the City of San Diego**, its officers, agents, and employees, for any and all injuries, including death, or property damage caused by or resulting from any use of this equipment, whether such injury, death, or property damage was caused by alleged negligence. \_\_\_\_\_(initial)

**I agree to indemnify, defend, and hold harmless the City of San Diego**, its officers, agents, and employees, from any and all claims or asserted liability established for damages or injuries to any person or property, that arise out of or are in any manner directly or indirectly connected with my participation or my child's participation in surfing, and all expenses of investigating and defending against same, provided, however, that my duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or sole willful misconduct of the City of San Diego, its offices, agents or employees. \_\_\_\_\_(initial)

I agree that this Agreement and Release of Liability is intended to be as broad and inclusive as is permitted by law. Any provision found to be invalid or unenforceable by a court shall no affect the validity of enforceability of any other provision.

**I am aware that this contract is legally binding and that I am releasing legal rights by signing it. This Agreement is intended to be binding on my heirs, personal representative, next of kin and assigns.**

(If the participant has not attained the age of 18 years):

I (we) are the parent(s) or legal guardian(s) of this participant, and hereby grant our (my) permission for him/her to participate fully in said event and hereby give our permission to take said participant to a doctor or hospital and hereby authorize medical treatment, including but not limited to emergency surgery or medical treatment, and assume the responsibility of all medical bills, if any. Further, should it become necessary for the participant to return home due to medical reasons, disciplinary action or otherwise, I (we) hereby assume all transportation costs.

**PRINT name of participant** \_\_\_\_\_ **Age:** \_\_\_\_\_

Additional Participants under the age of 18 \_\_\_\_\_ Age: \_\_\_\_\_

\_\_\_\_\_ Age: \_\_\_\_\_

\_\_\_\_\_ Age: \_\_\_\_\_

**IF PARTICIPANT IS UNDER 18 PLEASE FILL OUT PARENTAL/GUARDIAN INFO**

\_\_\_\_ Father \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_ Mother \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_ Guardian \_\_\_\_\_ Date \_\_\_\_\_

Emergency Contact Name & Phone Number: \_\_\_\_\_

Medical Insurance Provider: \_\_\_\_\_

**Date:** \_\_\_\_\_ **ADULT SIGNATURE:** \_\_\_\_\_

Gratuity is always appreciated by  
hard working Surf Instructors....

