

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

This is a release. Read it carefully before signing. This release essentially states that I know that I (or the minor under 18 years of age on whose behalf I am signing) am taking a surfing lesson and will be going into the ocean. As a result of the inherent risks in this activity, I know that I (or the minor on whose behalf I am signing) may die, get hurt, or sustain damage to my belongings. If any of these occur, I understand that I cannot make a claim, sue, or expect INDO JAX SURF SCHOOL, its owners, officers, agents, employees, or associates (hereinafter, INDO JAX SURF SCHOOL) to be legally responsible or pay for any damages.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS: *I, the undersigned, hereby acknowledge that I (or the minor on whose behalf I am signing) have voluntarily chosen to take this surfing lesson with INDO JAX SURF SCHOOL. Certain risks are inherent in any recreational activity and cannot be eliminated, altered, or controlled, and these risks can be the cause of injury, illness, death, and damages. I know and fully understand that surfing is an outdoor activity in an uncontrolled natural environment with inherent risks and hazards where serious accidents and property damage can occur and participants can die or sustain injuries.*

I acknowledge and willingly assume, on my own behalf (or on behalf of the minor for whom I am signing) all risks and hazards involved in surfing and beach-related activities including, but not limited to, (1) loss of control of the surfboard, falls from the surfboard, collision with other participants, equipment other surfboards, rocks, and other man-made or natural obstacles, whether obvious or not; (2) judgment, decision-making and conduct of the instructors, except for acts of wanton or gross negligence; (3) submersion in water, drowning; (4) encounters with animals, marine life and insects; (5) exposure to outdoor ocean environment; extreme temperatures, sun, and inclement weather, including travel by foot or vehicle in any way related to this activity; (6) assistance in lifting and/or carrying surfing equipment; (7) rescue-related injuries; and (8) unavailability of immediate and appropriate medical attention in case of injury. If provided transportation to the beach by INDO JAX SURF SCHOOL, I further acknowledge and willingly assume, on my own behalf (or on behalf of the minor for whom I am signing) all risks and hazards involved in the activity of riding in a motor vehicle. I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, anticipated or unanticipated, may also exist and result in injury, illness, disease, death or damage. My participation (or that of the minor on whose behalf I am signing) in these activities is purely voluntary and I elect to do so at my own risk.

RELEASE: *In consideration for INDO JAX SURF SCHOOL allowing me (or the minor on whose behalf I am signing) to participate in this surfing lesson, I voluntarily agree to release, discharge, and hold harmless INDO JAX SURF SCHOOL for any and all claims of liability arising out of its negligence, fault, recklessness, or any other act or omission which causes the undersigned illness, injury, disease, death, or damages of any nature in any way connected with my participation in INDO JAX SURF SCHOOL activities. I also expressly agree to release and discharge INDO JAX SURF SCHOOL from any act or omission, excluding acts of wanton or gross negligence, in rendering or failing to render any type of rescue, emergency or medical services. In signing this document, I fully recognize and understand that if I (or any minor on whose behalf I am signing) am hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against INDO JAX SURF SCHOOL, even if it negligently (or by some other act or omission, excluding acts of wanton or gross negligence) causes the injury or damage.*

INDEMNIFICATION: *I further agree to hold harmless, defend, and indemnify INDO JAX SURF SCHOOL from all defense costs, including attorneys' fees incurred in connection with claims for bodily injury, wrongful death, or property damage which I sustain (or which is sustained by any minor on whose behalf I am signing) or which I (or the minor on whose behalf I am signing) may have caused to other participants, spectators or other third parties, whether negligent or not, in the course of my (or that of the minor on whose behalf I am signing) participation in these INDO JAX SURF SCHOOL activities.*

EMERGENCY MEDICAL TREATMENT AND MEDICAL INFORMATION: *I give INDO JAX SURF SCHOOL permission to treat me, (or the minor on whose behalf I am signing) in case of emergency illness, injury or accident. Should emergency medical services become necessary for the undersigned participant or minor, the expenses are the sole responsibility of the participant and not that of INDO JAX SURF SCHOOL. I also certify that I (and any minor on whose behalf I am signing) am physically and mentally capable of participating in these activities. I hereby*

represent that I have informed INDO JAX SURF SCHOOL (as I have written below) of any pertinent medical conditions that may affect my or the minor's participation in these surfing activities.

PROMOTIONAL PHOTOGRAPHY. I hereby agree that INDO JAX SURF SCHOOL may use film or photographic records of this surfing class for its promotional and/or commercial purposes without compensation to me.

Any dispute that may arise out of this agreement is governed by the laws of the State of North Carolina.

INDO JAX SURF SCHOOL reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of INDO JAX SURF SCHOOL while participating in the surf lesson and/or riding in the INDO JAX SURF SCHOOL vehicle shuttle.

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY. I UNDERSTAND THAT THIS IS A RELEASE OF ANY AND ALL CLAIMS. I UNDERSTAND THAT THIS IS THE ENTIRE AGREEMENT BETWEEN THE UNDERSIGNED AND INDO JAX SURF SCHOOL, ITS OWNERS, OFFICERS, AGENTS, AND EMPLOYEES, AND THAT THIS AGREEMENT CANNOT BE MODIFIED OR CHANGED IN ANY WAY BY THE ORAL REPRESENTATIONS OR STATEMENTS OF INDO JAX SURF SCHOOL OR THE UNDERSIGNED.

Name of participant:	Day/cell phone:	Evening phone:
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Street Address:	City, State, Zip
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Email address:	<i>By providing your e-mail, you agree to receive occasional e-mail from us.</i>
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Please inform us of any pertinent medical conditions that may affect your (or your minor's) safety while participating in this activity: (If no information is provided, we will assume you are in good health.)

Are you over 18 years of age? Check one: Yes ___ or No ___. If not, an adult must sign and date this form.	Date of Lesson:
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Signature (If participant is under 18, parent or legal guardian must sign*):	Today's Date:
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** As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agree that said minor may participate in this surfing lesson or class, and I sign this release on his or her behalf and on behalf of myself, and/or the minor's parents and/or legal guardians.*
