

ART OF SURFING
Surf Instruction Liability Waiver
Release and Indemnity Agreement
Permission for Photograph Use

This document will affect your legal rights and liabilities
Please read carefully before signing

I am aware that surfing involves many inherent Risks, Dangers and Hazards, including but not limited to: The use and operation of surfboards, impact of collision with surfboards of any thereof, including the fins and other attachments, skin irritations or abrasions caused by the use of wetsuits; ear infections caused by the water; impact to the beachhead; or, as the case may be, the ocean floor; severe weather conditions; my ability to swim in dangerous ocean conditions, as the case may be; extreme water and air temperatures; the prevailing condition of the surf; undertow and tide; the possible existence of dangerous rocks, reefs, driftwood, logs, floating objects or debris, sea mammals and other hazards and obstructions, whether marked or unmarked in the area chosen by Art of Surfing (AOS) to conduct surfing instruction; impact of collision with swimmers, boaters, or other surfers or their surfboards, whether or not caused by negligence of such swimmers, boaters or surfers; dangers involved in traveling to the surf areas including possible transportation by AOS and hazards involved in reaching the shoreline by foot; negligence on the part of AOS, its officers, employees, agents, instructors, members, authorized guests or any others in any way associated with this course of instruction. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from such risks, dangers and hazards. In consideration of AOS agreeing to provide me with possible transportation, surfing instruction, supervision and training (which are together referred to as the "Surfing Services") as part of surfing instruction I have registered for with the AOS.

I hereby agree as follows:

1. TO ASSUME AND ACCEPT ALL RISKS, DAMAGES AND HAZARDS in connection with my use of the Surfing Services.
2. TO WAIVE ANY AND ALL CLAIMS that I may have against AOS, its officers, employees, agents, instructors, members, authorized guests, or any others in any way associated with this course of instruction.
3. TO RELEASE AOS, its officers, employees, agents, instructors, members, authorized guests or any others in any way associated with this course of instruction from any and all liability from any loss, damage, injury or expense that I, or my next of kin, may suffer or incur as a result of my use of the Surfing Services due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF AOS, ITS OFFICERS, EMPLOYEES, AGENTS, INSTRUCTORS, MEMBERS, AUTHORIZED GUESTS OR ANY OTHERS IN ANY WAY ASSOCIATED WITH THIS COURSE OF INSTRUCTION.
4. TO HOLD HARMLESS AND INDEMNIFY AOS, ITS OFFICERS, AGENTS, INSTRUCTORS, MEMBERS, AUTHORIZED GUESTS OR ANY OTHERS IN ANY WAY ASSOCIATED WITH THIS COURSE OF INSTRUCTION from any and all liability for property damage, personal injury or death suffered by myself or a third party as a result of my use of the Surfing Services.
5. THAT THIS RELEASE AND INDEMNITY AGREEMENT shall be effective and binding to my by AOS, its officers, employees, agents, instructors, members, authorized guests or any others in any way associated with this course of instruction.
6. TO OBEY all warnings, safety instructions, cautions and other notices provided to my by AOS, its officers, employees, agents, instructors, members, authorized guests or any others in any way associated with this course of instruction.
7. The AOS Director has the right to refuse to provide me with Surfing Services if, in the opinion of AOS, my swimming abilities, health or prevailing weather could render it dangerous or unsafe for me to use such Surfing Services.
8. I hereby give consent to AOS, ITS OFFICERS, AGENTS, INSTRUCTORS, MEMBERS, and AUTHORIZED GUESTS OR ANY OTHERS IN ANY WAY ASSOCIATED WITH THIS COURSE OF INSTRUCTION to photograph and/or film me during all phases of Surfing Services, which may be used by AOS for, but not limited to: publicity, promotion, social media such as Facebook and Artofsurfing.net, brochures, flyers, posters, emails and television showing, and I waive all compensation in regard, thereto.

I have fully read and understand this Release and Indemnity Agreement, and Permission for Photograph Use prior to signing it and am aware that by signing this document, I am affecting the legal rights and liabilities of myself, my heirs, next of kin, executors, administrators, and assigns in relation to AOS, its officers, employees, agents, instructors, members, authorized guests or any others in any way associated with this course of instruction.

DATED THIS _____ DAY OF _____ 20 _____

PARTICIPANTS SIGNATURE: _____

PARTICIPANTS NAME (PRINTED) _____

PARTICIPANTS EMAIL _____

PARENT OR LEGAL GUARDIAN'S SIGNATURE _____

PARENT OR LEGAL GUARDIAN'S NAME (PRINTED) _____

Tony Gardner, Director of Art of Surfing (AOS)
(503) 440-5017
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