

**COAST UNIFIED SCHOOL DISTRICT  
SURF CLUB**

**RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS  
AND ASSUMPTION OF RISK**

(In consideration for participating in the surf club activities.)

I hereby understand and agree to this Release of Liability, Waiver of Legal Rights and Assumption of Risk and to the terms hereof as follows:

1. I acknowledge that surfing is an action sport and recreational activity involving travel in three dimensions and such activity is subject to mishap and even injury to participants. I understand I may suffer a broken limb, paralysis or fatal injury while surfing. (Initial here:\_\_\_)
2. I further acknowledge that the District is not responsible for my equipment. I personally acknowledge that I will examine all equipment prior to my use. (Initial here:\_\_\_)
3. I hereby **RELEASE AND DISCHARGE** Coast Unified School District and its officers, directors, elected officials, its agents (hereinafter collectively referred to as “Released Parties”), arising out of my participation in surfing activities, including, but not limited to, losses **CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES**. (Initial here:\_\_\_)
4. I understand and acknowledge that surfing activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I **EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SURFING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES**. (Initial here:\_\_\_)
5. I further agree that I **WILL NOT SUE OR MAKE A CLAIM** against the Released Parties for damages or other losses sustained as a result of my participation in surfing activities. (Initial here \_\_\_)
6. I also agree to **INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS**, from all claims, judgments and costs, including attorneys’ fees incurred in connection with any action brought as a result of my participation in surfing activities. (Initial here:\_\_\_)
7. I will take full responsibility for, and hold harmless Released Parties for any injury that I may suffer or inflict upon others or their property as a result of my engaging in surfing activities. (Initial here:\_\_\_)
8. I agree that I will operate surfing equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individuals. (Initial here:\_\_\_)

9. I have read and understood the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgment of assumption of liability by me of all risks arising out of my engaging in surfing activities. (Initial here:\_\_\_)

10. I further represent that this Release of Liability, Waiver of Legal Rights and Assumption of Risk shall continue in full force and effect for so long as I engage in surfing activities which are in any way connected to or with the Released Parties. (Initial here:\_\_\_)

11. I further represent that I am at least 18 years of age, or that as the parent or (adult) legal guardian, I waive and release any and all legal rights that may accrue to me, to my minor child or to the minor child for whom I am (adult) legal guardian, as the result of any injury that my minor child, the minor child for whom I am (adult) legal guardian or I may suffer while engaging in surfing activities. (Initial here:\_\_\_)

12. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risks is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in surfing activities including any claims by the negligence of the Released Parties by any of the undersigned. (Initial here:\_\_\_)

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT.

This the day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Parent/Guardian of Participant

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Name of Parent/Guardian (Please Print)

### **DECLARATION OF FITNESS FOR SURFING**

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during surfing: Epilepsy fits, severe head injury, recurrent blackouts or giddiness disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of surfing activities, I will notify the club advisor immediately.

I have read the above Declarations, understand them, and I agree to be bound by them.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Participant (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address of Participant

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature of Parent/Guardian of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Parent/Guardian (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address of Parent or Guardian

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Name of Minor (Please Print)

\_\_\_\_\_  
Date

If you cannot sign the above Declaration because of any of the above conditions, you must notify the club advisor before commencing any activity.