

LIABILITY WAIVER – Pensacola Surfing Academy

PARTICIPATION AGREEMENT, RELEASE, INDEMNITY AGREEMENT & ASSUMPTION OF RISK. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF, AND AGREEMENT TO ITS TERMS

I, the undersigned, in consideration of the services of Pensacola Surfing Academy, its instructors and employees, hereby agree to release and discharge Pensacola Surfing Academy on behalf of myself, my heirs, assigns, personal representative and estate agree as follows:

1. I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and or volunteer bears known and unanticipated risks which could result in injury, death, illness or disease, physical or mental damage to myself, to my property, or to spectators or other third parties.
2. I acknowledge that surfing is a dangerous activity, and involves risks, dangers and hazards that may cause serious injury and in some cases death because of the nature of the sport of surfing and the unpredictable nature of the ocean. The RISKS, DANGERS and HAZARDS, may include but are 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, sea mammals, creatures and other hazards and obstructions, whether marked or unmarked in the area chosen by you to conduct surfing camps; impact of collision with swimmers or other surfers or their surfboards, whether or not caused by negligence of such swimmers or surfers; dangers involved in traveling to the surfing area including any possible transportation provided and hazards involved in reaching the shoreline by foot; negligence on the part Pensacola Surfing Academy or its staff. 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.
3. I voluntarily assume the risk and danger of injury or death inherent in the sport of surfing, as well as the use of the ocean and surf equipment provided to me by Pensacola Surfing Academy.
4. I release, discharge, and promise not to sue Pensacola Surfing Academy, doing business under its own name or any other name and or any of its owners, instructors, and its employees for any loss, liability, damage, or cost whatever arising out of or related to any loss, damage, or injury, including death to my person or property.
5. I certify that I have an adequate level of swimming skills needed to surf and or body board. Pensacola Surfing Academy Owner or Surf Instructor has the right to refuse to provide me with Surfing Lessons or Surfing Services if, in the opinion of the Owner or Surf Instructor, my swimming abilities, health or the prevailing weather conditions could render it dangerous or unsafe for me to use such Surfing Lessons or Surfing Services.
6. I agree to obey all warnings, safety instructions, cautions and other notices provided to me by Pensacola Surfing Academy personnel.
7. I acknowledge that this document is a contract and agree that if a lawsuit is filed against Pensacola Surfing Academy or it's owners, employees or instructors for any injury or damage in breach of this contract, the undersigned will pay all attorney's fees and costs incurred by Pensacola Surfing Academy in defending such an action.

EQUIPMENT POLICY

The equipment provided, soft-top surfboards (with fins), leash, for lesson use at beach location. My signature indicates my agreement as to the quantity and condition of the items used and my assumption of risk & responsibilities in the use of such equipment. I assume all costs or repair or replacement due to my or others use, misuse, theft, negligence or abandonment of all listed equipment.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND IS A RELEASE AND INDEMNITY FOR ALL CLAIMS.

SIGNATURE WORK ON BACK OF WAIVER

Print Name Clearly: _____ Date: _____

Participant Signature: _____ (if under 18, signature of parent or guardian)

E-Mail: _____ Phone Number: _____