

## **PRIVATE SURF LESSON WAIVER**

WAIVER:

**SURF LESSONS BY SURFS UP NY - RELEASE OF LIABILITY, WAIVER, AND ASSUMPTION OF RISK AGREEMENT CAUTION: DO NOT SIGN THIS DOCUMENT WITHOUT READING IT IN ITS ENTIRETY AND CAREFULLY. BY SIGNING THIS DOCUMENT, YOU GIVE UP IMPORTANT LEGAL RIGHTS! SURFING IS AN ATHLETIC ACTIVITY, THE PARTICIPATION IN WHICH**

**INVOLVES VARIOUS RISKS. PLEASE READ AND UNDERSTAND THIS DOCUMENT.**

THIS IS A LEGAL DOCUMENT. MY SIGNATURE IS MY ACKNOWLEDGMENT OF THE CONTENTS OF THIS CONTRACT. I WILL NOT SIGN THIS DOCUMENT UNLESS I FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS.

I, \_\_\_\_\_, being an adult, (or a minor on whose behalf a parent or legal guardian is signing this document) (hereafter "I" or "me"), acknowledge that: 1) **I Know How To Swim And To Maintain Buoyancy In Open Water, And I Am In Good Health:**

My swimming skills are above those

of a novice and I can maintain my head above water when my feet do not make contact with the bottom for extended periods of time. Likewise, I am in good physical and mental health, I am not under the influence of any drugs, alcohol, or other substances which may impair my swimming skills or my ability to take and follow instructions. I am not pregnant nor am I suffering from any spinal or skeletal defect, hearing, vision or balance impairment or other physical impairment. I understand that the foregoing representations as to my physical condition are being relied upon by Learn to SURFS UP NY. I hereby agree to follow all rules, regulations, and instructions of SURFS UP NY participating in this class, lesson, or while renting equipment from SURFS UP NY.

**2) I Acknowledge That Surfing May Be Dangerous And I Accept And Assume Such Risk:** I am aware that open water activities general, and surfing specifically, involves inherent risks. I may damage my belongings, get hurt, get injured, become ill, drown, or even die. I further acknowledge that I have voluntarily chosen to rent equipment or take surfing lessons from SURFS UP NY, or if the individual taking such lessons or renting equipment is a minor, I have, as the minor's parent or legal guardian, voluntarily consented to such minor taking of such lessons, or renting equipment. I know and fully understand that water sports and surfing is a dangerous outdoor activity in an uncontrolled natural environment with inherent risks and hazards, where serious accidents can occur, participants can sustain property damage, injuries, illness and even die. I acknowledge and willingly and voluntarily assume all risks and hazards in surfing and beach related activities in all phases of these activities from the training sessions until the conclusion of the class, lesson, or equipment rental period, including, but not limited to those involving, (1) loss of control of the surfboard, malfunction of the surfboard, falls from the surfboard, collision with other participants, equipment, other surfboards, rocks, and any other man made or natural obstacles, whether obvious or not;

(2) judgment, decision making and conduct of the instructors; (3) submersion in water, drowning; (4) encounters with animals, marine life, plant life, rocks and insects; (5) exposure to outdoor ocean environment, bacteria or microbes, 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. I understand and acknowledge that the above list is not meant to be complete or exhaustive, and that other unforeseen and unanticipated risks, known or

unknown, may also exist and result in damage, injury, illness, disease, or death. 3) **I Waive My Right To Sue SURFS UP NY:** In consideration for SURFS UP NY agreeing to provide me with equipment rental or surfing instructions and/or allowing me to participate in this class or lesson, I agree that I shall not make a claim or bring any action against, sue, or hold responsible, the City of ROCKAWAY BEACH, OR ANY CITY/BEACH WHERE THE LESSON ARE BEING PERFORMED, its owners, officers, agents, employees, associates, representatives, (referred to collectively in this agreement as "SURFS UP NY") or expect, require, or pursue them, to be held accountable for any damages. I voluntarily agree to release, discharge, and hold harmless SURFS UP NY from and against any and all claims of liability, even those arising out of their negligence, fault, recklessness, or any other act or omission which causes me damages, illness, injury, disease, or death, of any nature in any way connected with my participation in this activity. I also expressly agree to release and discharge SURFS UP NY 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. 4) **Indemnity:** I further agree, to hold harmless, defend, and indemnify SURFS UP NY and the City IN WHICH THE LESSONS ARE PERFORMED from all defense costs, including attorney's fees incurred in connection with any claims arising from the activities anticipated herein, including but not limited to those for bodily injury, wrongful death, or property damage, whether caused by or sustained by any minor under 18 years of age on whose behalf I am signing, or which I may have caused to spectators or other third parties, whether negligent or not, in the course of my participation in this activity. In the event of any actions, regardless of where venue lies, any such actions shall be filed in the State Court of New York. In the event that any action is filed other than in the State Court of New York, it shall be moved to State Court of New York on motion and at the option of SURFS UP NY. 5) **Permission to Obtain Medical Assistance:** In the event of any injury, illness, emergency, accident or other harm sustained by me (or by the minor on whose behalf I am signing this document), I hereby give SURFS UP NY/ CERTIFIED LIFEGUARDS permission to obtain Medical Assistance, in which event I hereby make the same releases and waivers in SURFS UP NY'S favor as I have otherwise made in this agreement in connection with any such medical assistance sought or not sought. In addition, the expenses for any such medical emergency shall be my sole responsibility and not that of SURFS UP NY. 6) **Promotional Use of Images:** I hereby agree that SURFS UP NY may use film or photographic records of this surfing class or lesson for its promotional and/or commercial purposes without compensation to me, and I consent to the use of my name and likeness for such use in any media now known or not known. 7) **I HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND IT IS MY INTENTION THAT IT BE BROADLY CONSTRUED IN FAVOR OF SURFS UP NY IN THE EVENT OF ANY AMBIGUITIES, WHICH SHALL BE RESOLVED IN SURFS UP NY'S FAVOR. I UNDERSTAND THAT I AM ASSUMING ALL THE RISKS INHERENT IN THIS SURFING ACTIVITY, AND THAT I MAY BE INJURED, BECOME ILL, OR EVEN DIE AS A RESULT OF SURFING. I UNDERSTAND THAT THIS IS A RELEASE OF ANY AND ALL CLAIMS. I UNDERSTAND THAT THIS IS THE ENTIRE AGREEMENT BETWEEN ME AND SURFS UP NY, AND THAT NO REPRESENTATIONS HAVE BEEN MADE TO ME BY SURFS UP NY OUTSIDE OF THIS AGREEMENT. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF ALL THE PROVISIONS IN THIS RELEASE AND MY AGREEMENT TO BE BOUND BY THEM.**

Name of participant \_\_\_\_\_

Name of parent/guardian (in case of minor participant) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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**\*If you have already subscribed to our newsletter by another method, please leave this line blank\***