

Tybee Surf Lessons, LLC Participant Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement.

READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING, EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH SPORT, VENUE USE AND RELATED ACTIVITIES

I, _____ (print) do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Tybee Surf Lessons, transportation of equipment related to the activities and traveling to and from activity sites in which I'm about to engage.

Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck and back or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and or malfunction or misuse of my own or other's equipment
3. Variation and/or steepness of terrain, variation of changes in surfaces including but not limited to surfaces, holes, rocks, stumps, debris, cliffs, trees, fences, posts, poles, signs, and any other obstruction or nuisance that might cause bodily harm and doesn't normally belong in the environment along with other natural hazards.
4. My own negligence and/or negligence of others, including but not limited to operator error and guide decision-making including misjudging terrain, weather, riding surfaces or other obstacles.
5. Exposure to the elements and temperature extremes may result in frost nip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
6. Dangers associated with exposure to natural elements include but are not limited to inclement weather, thunder and lightning, severe and varied winds, temperature, marine life and any other weather condition.
7. Accidents or illness occurring in remote places where there are no available medical facilities.
8. Fatigue, exhaustion, chill and/or dizziness, which may diminish my/or reaction time and increase the risk of accident.
9. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicle and cyclist.

I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL **INJURY, DISABILITY, DEATH OR** loss of damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named person or entities, herein referred to as releasees. **TYBEE SURF LESSONS, LLC, Turner Horton, Employees of TYBEE SURF LESSONS, LLC.**
2. To release the releasees, their officers, directors, employees, representatives, agents and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assignees may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or possible negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death or loss or damage to person or property that may occur because of my engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this agreement.
4. This Agreement shall apply to all injury, disability, death or loss or damage to person or property occurring at any time after the execution of this agreement; including all future activities that I am participating in with the releasees.
5. This release shall be binding fully permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT; I FULLY UNDERSTAND ITS TERMS, I Understand THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Printed Name of Participant _____ Date _____

Signature of Participant _____ Date _____

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Name of Minor (Please Print) _____ Date _____

Name of Parent or Adult Legal Guardian (Please Print) _____ Date _____

Signature of parent of adult legal guardian _____ Date _____
