

CAPITOLA SURF AND PADDLE

Waiver and Release of Liability Agreement

Name(s): _____

Parent/Legal Guardian Name: _____

Phone #: _____ Email: _____

Emergency Contact Information:

Name of Primary Emergency Contact: _____

Phone Number: _____ Relation: _____

Any medical history that the instructor should be aware of?

Can the client swim?: _____

Credit Card Info: (if signing up for lesson at time of lesson)

Name on CC _____

Card # _____ Exp _____

CVV _____ Zip Code _____

This Waiver and Release of Liability Agreement shall be governed and construed by the laws of California. Any litigation pertaining to this Waiver and Release of Liability Agreement shall be held exclusively in Santa Cruz County, California with the prevailing party being entitled to collect reasonable attorney's fees, costs, and expenses from the non-prevailing party. The undersigned voluntarily submits to the exclusive personal jurisdiction of the state and federal courts in Santa Cruz, California and waives any and all objections to the jurisdiction or proper forum of such courts.

Capitola Surf and Paddle, ("The company") has arranged for you to rent a Paddle Board(s), or surfboard(s), or wetsuit(s), or participate in a surfing class, or participate in some other event. All persons renting and/or using rented items, such as a paddle board or surfboards, or participating in stand up paddle lesson, or surfing classes, or other events by the Company are required to sign and agree to the terms of this Waiver and Release of Liability Agreement prior to rental/lesson/event.

IN CONSIDERATION of, and as an express condition to, your rental or use of a Paddleboard or surfboard(s) from the Company, the undersigned hereby agrees to the following:

1. The undersigned is aware that surfing is an activity that involves the risk of injury or even death. The undersigned is aware that there is a risk of negligence by the Company or its agents or assigns, including the failure by the Company or its agents or assigns to safeguard or protect me from or warn me of the risks, dangers and hazards of surfing. I freely accept and fully assume all risks, dangers and hazards associated with participating in a Company surfing instruction class, rental or event and the possibility of loss, personal injury or death resulting there from. These risks may include property damage, personal injury and death, which may result in part from turbulence, mechanical or equipment malfunctions, vehicular accidents, risk of drowning, water, reefs, rocks, serious lacerations or other accidents. **The undersigned, after careful consideration, expressly assumes these risks and agrees to release the Company (Capitola Surf and Paddle) and its affiliates, employees, members, associates, drivers and independent contractors from any and all liability associated with these risks. By signing, I understand these risks.**

2. The undersigned hereby hold harmless and indemnifies the Company and its agents and affiliates from any and all liability for any property damage or personal injury to any third party resulting from my participation in a Company surfing instruction class, rental or event.

CAPITOLA SURF AND PADDLE

3. The undersigned hereby hold harmless and indemnifies the City of Capitola, and its officials, officers, employees, and agents from any liability relating in any way to the participation in the Company operations and activities on City of Capitola’s beaches and surf breaks.

4. The undersigned hereby **WAIVES AND RELEASES ANY AND ALL LAWSUITS, CLAIMS AND DEMANDS OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PERSONAL INJURY, DEATH or OTHERWISE, WHETHER OR NOT IMMEDIATELY APPARENT**, which the undersigned may, now and forever, have against the Company and its affiliates, employees, members, associates, drivers and independent contractors resulting, directly or indirectly, from the participation in a Company surfing instruction class, rental or event and all actions related thereto.

5. The undersigned hereby acknowledges that he/she/they is **responsible for their own suitability to surf or participate in watersports and is hereby strongly encouraged to consult a physician prior to participation should they have any concerns such as, but not limited to, pregnancy or physical impairment; including but not limited to swimming ability in the Pacific Ocean.**

6. When engaging in the rental or use of Company equipment, I agree to accept all responsibility to maintain the condition and whereabouts of all the equipment rented for the entire rental period and to pay all repair and/or replacement costs for any damage or theft that may occur to equipment during the rental period. Should I damage a paddle board/surfboard, I agree to pay a paddle board/surfboard damage fee of \$50/inch (maximum limit of liability for surfboard damage is \$500.) Should a surfboard/paddle board become lost, stolen or damaged beyond repair, I agree to pay a restocking fee of \$500 per surfboard and \$1500 per stand up paddle board.

Initials _____

If any provision of this Waiver and Release of Liability Agreement shall be held unenforceable or void, it shall be severable from the remaining provisions and shall not affect their subsequent enforceability or validity.

THE UNDERSIGNED HEREBY WAIVES RIGHTS TO A TRIAL BY JURY FROM ANY LITIGATION ARISING FROM OR RELATING TO THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT. By signing below, the undersigned (or, if the undersigned is under the legal age of 18, the undersigned’s legal guardian) has read, considered and expressly agreed to all of the terms and conditions of this Waiver and Release of Liability Agreement as of the date written below. This Waiver and Release of Liability Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity

Signature: _____

Date: _____

MEDIA CONSENT AND RELEASE FORM

I, the undersigned, do hereby grant permission to Capitola Surf and Paddle to post my and/or my child’s photo, or other item, hereinafter referred to as “Materials,” taken for Capitola Surf and Paddle’s Website, social media accounts, and marketing materials both print and digital. I understand that the intended use of such images and information is solely for the purpose of advertising, marketing, fundraising and/or the promotional and public awareness purposes for the organization, and I acknowledge and agree that no sums whatsoever will be due to me as a result of the use and/or exploitation of the “Materials” or any rights therein.

I hereby release and forever discharge the organization and its agents and affiliates from any and all claims, liability, actions, suits, demands, costs, expenses or indebtedness arising out of, related to, or in any way connected with the use of images and materials described herein, and I hereby waive all rights and interest in and to such information and materials. I further acknowledge that there is no guarantee that any or all of the participants’ images or recordings will be used in any released media. I have carefully read and fully understand the provisions of this Media Consent and Release Form, and am freely, knowingly, and voluntarily signing.

Signature: _____