

CLUB ED INC. SURF SCHOOL & CAMPS
PARTICIPANT AGREEMENT RE: INDEMNITY RELEASE AND ASSUMPTION OF RISK

Phone: 831-464-0177~800-287-7873 ~ Fax: 831-464-0107

In consideration of the services of Club Ed Inc., its agents, owners, officers, volunteers, employees and all other persons or entities acting in any capacity on their behalf (herein collectively referred to as "CE") and in consideration of the use of and access to property owned by The City of Santa Cruz, I hereby agree to indemnify, release, and discharge the City of Santa Cruz, its respective agents, officials, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "City") and CE, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that water related sports such as surfing and paddle boarding entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
The risks include, but are not limited to, the following: Being hit by the board, other surfers or their boards which could result in cuts, bruises, or abrasions, and concussions; hitting the bottom of the ocean; sprains, strains, broken bones, paralysis, even death; exhaustion, dehydration, sunburn; exposure to poisonous and/or carnivorous sea creatures; accidental drowning, high tides and other harsh weather conditions.
Furthermore, CE and City may be unaware of, and make no representations or assurances of a participant's fitness or abilities. CE and City also make no representations or assurances regarding the weather or other environmental conditions. CE and City also may give incomplete warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in my participation in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of all of the risks, whether known or unknown, and anticipated or unanticipated.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CE and City from any and all claims, demands, or causes of action, which are in anyway connected with my participation in this activity or my use of CE's and City's equipment or facilities, including any such claims which allege negligent acts or omissions of CE and/or City.
4. Should CE and/or City, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs, including attorney's fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition arising from or in any way connected with my participation in this activity.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the valid and remaining portions of the agreement shall remain in full force and effect. I agree that this agreement shall be governed by the laws of the State of California.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against CE, the City of Santa Cruz, their respective agents, officials, officers, employees and volunteers on the basis of that I have released them herein.

I have had sufficient opportunity to read this entire document, I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____

Address _____

Phone _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

In Consideration of _____ (print minor's name)
("Minor") participating in the activities and to use the equipment and facilities, I further agree to indemnify and hold harmless CE and City from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian _____ Print Name _____ Date _____