Release and Waiver of Liability and Indemnity Agreement (Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the Thompson Surf School Program indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1.The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below Thompson Surf School activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agreed that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.

2.I/WE fully understands and acknowledges that:

(a) There are risks and dangers associated with participation in Thompson Surf School events and activities, which could result in bodily injury partial and/or total disability, paralysis and death.

(b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.

(c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releases named below.

(d) There may be other risks not known or are not reasonably foreseeable at his time.

3.I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releases named below.

4.I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Thompson Surf School facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the Thompson Surf School event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the Thompson Surf School facility or events held at such facility and each of them, their directors, officers, agents, employees, the City of Jacksonville Beach, the State of Florida, any and all sponsors or others officially associated with the Thompson Surf School, all for the purposes herein referred to as “Releasee”...FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs and next to kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

5.I/WE HEREBY acknowledges that THE ACTIVITIES OF THE EVENT (S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6.EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

7.On behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant execute this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releases, the paren(s) and/or legal guardian(s) will reimburse the Releasee for any money, which they have paid to the participant, or on his behalf, and hold them harmless.

8. Full release is provided to any and all photos, video taken of participants and permission is granted to be used on Thompson Surf School website, brochures or other promotional materials.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

All information is private and confidential and is used strictly by Thompson Surf School and its agents, staff, or employees.

Printed Name of Participant(s) _____

Signature (over 18 yrs legal guardian of participant(s) named above) X_____

Email _____

Phone _____ Date _____