

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Progressive Surf Camps, INC. DBA ENDLESS SUMMER SURF CAMP, their agents, owners, Jason Senn, officers, volunteers, participants, employees and all other persons or entities acting on their behalf including surf camp sponsors, Hurley International LLC, Nike Inc, the State of California, and their members or agents, and Surfing America (hereafter collectively referred to as "Endless Summer"), I hereby agree to release, indemnify, and discharge Endless Summer, on behalf of myself: my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in the sport of surfing entails known and anticipated 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, among other things:** 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; and accidental drowning. \_\_\_\_\_ (Initial of participant/ or guardian if under 18)
2. I understand that Endless Summer's employees have difficult jobs to perform. They seek safety for participants but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used/rented might malfunction. I acknowledge that I have the ability to swim, I am physically capable to participate in the sport of surfing. \_\_\_\_\_ (Initial)
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Endless Summer from any and all claims, demands, or causes of action, which are in any way connected with my participation at surf camp, in surfing or in my use, including rental use, of Endless Summer's equipment or facilities, INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMMISIONS OF ENDLESS SUMMER RELATED TO INSTRUCTION MADE BY ENDLESS SUMMER IN PREPARATION FOR, OR DURING THE COURSES OF SURF ACTIVITIES. I **assume full responsibility for my participation (if 18 or older), or for the participation of my minor child (if participant is under 18), and willingly agree to comply with all stated and customary terms and conditions for participation. I agree that if I observe any unusually significant hazard or feel any threat to the personal health, safety or security of myself, or, if participant is under 18, my minor child, I will immediately remove myself or my minor child from participation and notify the nearest Endless Summer employee or other official.** \_\_\_\_\_ (Initial)
4. By signing this, I grant to Endless Summer the right to use and incorporate, in whole or in part, photographs or video footage taken of me, or my child, as a result of my participation at surf camp for use by Endless Summer. \_\_\_\_\_ (Initial)
5. I hereby give permission to authorized representatives of Endless Summer and contracted drivers to provide transportation in an authorized vehicle for my child to be transported to and from surf camp, and to participate in camp activities, including field trips. I do hereby indemnify and agree to hold harmless Endless Summer, and its administrators, employees, and persons transporting my child for any claim arising out of any injury or incident in the course of providing transportation for my child. \_\_\_\_\_ (Initial)
6. I certify that I have adequate insurance to cover any injury or damage I, or my child, may 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 I may have and that I have made the Endless Summer Staff aware of these conditions. \_\_\_\_\_ (Initial)
7. Should a serious injury or accident occur and we are unable to contact the parents and/or family physician, permission is herby granted for medical care to be given as required. The Undersigned Parent or Guardian is Responsible for Any Fee Involved. \_\_\_\_\_ (Initial)
8. I expressly waive all provisions of California Civil Code section 1542. \_\_\_\_\_ (Initial)
9. By signing this document, I acknowledge that I have read the foregoing and understand its terms, that I understand that I am giving up substantial legal rights by signing it. I acknowledge that if anyone is hurt or property is damaged during my participation in the activity of surfing and at Endless Summer, I may be found by a court of law to have waived my right to maintain a lawsuit against Endless Summer on the basis of any claim from which I have received 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 \_\_\_\_\_ Session# \_\_\_\_\_  
Signature of Parent or Legal Guardian (if under 18 yrs age) \_\_\_\_\_ Date \_\_\_\_\_