



PISMO BEACH SURF ACADEMY

231 Pomeroy Ave., Ste. G
Pismo Beach, CA 93449
Tel: (805) 936-5044

SURF LESSONS AGREEMENT

RELEASE OF LIABILITY and ASSUMPTION OF RISK AGREEMENT

In consideration of the services of Pismo Beach Surf Academy, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (collectively "Pismo Beach Surf Academy"), I/We hereby agree to release, indemnify, and discharge "Pismo Beach Surf Academy", on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1) I/We acknowledge that all ocean sports (i.e. surfing, boogie/body boarding, skim boarding, and swimming, etc.) are dangerous outdoor activities in an uncontrolled natural environment with inherent risks and hazards, including but not limited to serious bodily or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: exposure to the natural elements can be uncomfortable and/or harmful; I am/We're aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; also prolonged exposure to cold water can result in hypothermia; exposure to potentially dangerous wildlife, insects, plants; and accidental drowning is also a possibility. As well as exposure to viruses (i.e. coronavirus/covid-19, etc.). I/We also know that there is a risk of equipment malfunction or injury due to third parties.

Furthermore, I/We understand "Pismo Beach Surf Academy" employees are qualified, but have difficult jobs to perform. They seek safety, but they are not infallible. No one can predict the weather, the elements, or the terrain with 100% accuracy. I am/we're aware of the basic safety rules and instructions concerning these water activities. I/We also understand that it is not the purpose of "Pismo Beach Surf Academy" to teach safety rules. I/We also understand that I am/we're responsible for the safety and good operating condition of any equipment while I/We use such equipment. I/We agree that if I/We do not fully understand the warnings or instructions given, that I/We will immediately inform "Pismo Beach Surf Academy" employees before proceeding further.

2) I/We expressly agree and promise to accept and assume all of the risks existing in this activity. My/Our participation in this activity is purely voluntary, and I/We elect to participate in spite of the risks. I/We understand that it is my/our sole responsibility to consult with a physician prior to and regarding my participation. I/We represent that I/We do not have a medical condition that would prevent full participation in this activity. Should I develop a condition that prevents full participation or otherwise limits my activity; I/We agree that my continued participation is my/our sole responsibility and choice.

3) In consideration for being allowed to participate with "Pismo Beach Surf Academy" and other good and valuable consideration, I/We hereby voluntarily release, forever discharge and agree to indemnify and hold harmless "Pismo Beach Surf Academy" from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my/our use of "Pismo Beach Surf Academy's" equipment or facilities, including any such Claims which allege negligent acts or omissions of "Pismo Beach Surf Academy". I/We agree not to sue regarding any claim that I/we, my/our family, heirs, legal representatives, and assigns may have against the city of Pismo Beach, or any City/Beach, "Pismo Beach Surf Academy" or any other instructor or employee thereof for any claim for injury, death, or other damages that I/We may sustain as result of participating. I/We understand and agree that "Pismo Beach Surf Academy", its owners, employees, independent contractors, staff, volunteers, advisors, and agents may not be held liable in any way for any occurrence with this Program that may result in injury.

4) Should "Pismo Beach Surf Academy" or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I/We agree to indemnify and hold them harmless for all such fees and costs. Should I/We or my/our successors assert any claim in contravention to this agreement, I/We and my/our successors shall be liable for expenses including legal fees and costs incurred by "Pismo Beach Surf Academy" in defending such claims.

5) I/We certify that I/We have adequate insurance to cover any injury or damage I/We may cause or suffer while participating, or else I/We agree to bear the costs of such injury or damage myself/ourselves. I/We further certify that I/We have no medical or physical conditions which could interfere with my/our safety in this activity, or else I am/we're willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

6) I/we understand that I/We may be the subject of the media publicity and promotion. In consideration for being allowed to participate and other good and valuable consideration, I/We agree and authorize "Pismo Beach Surf Academy" to exhibit, with or without advertising sponsorship, as still photographs, transparencies, motion pictures, television, video, verbal statements, voice, portrait, and pictures. I/We authorize my/our name, voice, statements, and images may be used in such promotional materials and website. I/We release "Pismo Beach Surf Academy", as well as any assignees, from any and all claims for damages for libel, slander, invasion of privacy or any other claim based on use of the above - described materials. I/We acknowledge that "Pismo Beach Surf Academy" has no control over outside media use of pictures and statements taken without permission and agree to hold "Pismo Beach Surf Academy" harmless for such use.

7) In the event that I/We file a lawsuit against "Pismo Beach Surf Academy", I/We agree to do so solely in the state of California, and I/We further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I/We agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I/We acknowledge that if anyone is hurt or property is damaged during my/our participation in this activity, I/We may be found by a court of law to have waived my/our right to maintain a lawsuit against "Pismo Beach Surf Academy" on the basis of any claim from which I/We have released them herein. I/We have had sufficient opportunity to read this entire document. I/We have read and understood it, and I/We agree to be bound by its terms.

I/We further state that I am/we're of lawful age and legally competent. I/We also understand that this is a contract and not a mere recital, and I/We have read this contract.