

VOLUNTARY ACKNOWLEDGEMENT OF RISKS, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT (“AGREEMENT”)

First Name	Last Name	Middle Initial	Street Address
City	State	Zip	Email Address
Telephone Number	Birth Date	Age	State Driver’s License/ID
Issuing State	Expiration Date	Emergency Contact Nam	Emergency Contact Tele

SURFING AND RELATED ACTIVITIES ARE EXTREME SPORTS AND HIGH RISK RECREATIONAL ACTIVITIES. SUCH ACTIVITIES MAY RESULT IN PHYSICAL OR MENTAL INJURY, ILLNESS OR DISEASE, OR DEATH

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. By signing below, you acknowledge that you have read and understood the disclosures of risks, voluntarily accept those risks, and agree to be bound by all terms of this Voluntary Acknowledgement of Risks, Release of Liability, and Indemnity Agreement (“Agreement”)

My signature acknowledges that I or the minor for whom I am a legal guardian (collectively referred to as “I”, “me”, or “my”) have voluntarily chosen to participate in: (1) a Surf lesson and/or Activities related to Surfing (the term “Surf” and/or “Surfing” is intended to be broadly defined to include, among other things, using a surfboard, paddleboard, boogie board, skim board, or any other object or devise used to interact with the ocean and/or a wave, as well as any other object or devise related to a surf lesson such as using a flotation device, skateboard, surfskate, and/or carver board (including the rental or loan of any objects or devices), and are collectively referred to as “Activities”) and/or participate in Activities in, or around the beach or ocean, including riding, Surfing, or interacting with the waves and/or use of any Surfing equipment, object, or device while participating in Activities; (2) the beach and/or related areas (including training areas), such as the ocean, wave park, wave pool, surfing facility, parking lot, sidewalks, boardwalks, driveways, etc. (collectively referred to as the “Facilities”); and/or, (3) transportation to and/or from any Activities and/or Facilities.

In consideration of the permission to participate in the Activities (including the rental or loan of any objects or devices), the use the Facilities, and/or and transportation related to the Activities and/or Facilities, I acknowledge, agree, promise and covenant on behalf of myself, my heirs, assigns, personal representatives and estate, and/or the minor(s) to release Christian Saenz and Orange County Surf Coaching and each of their successors, lessors, assignees, licensees, parent companies, subsidiaries, affiliates, related companies and business concerns, past and present, and each of them, as well as each of their partners, trustees, directors, officers, members, intellectual property holders, contractors, subcontractors, material suppliers, fabricators, agents, attorneys, servants and employees, past and present, and each of them (collectively referred to as “Releasees”) as follows:

ACKNOWLEDGEMENT OF RISKS: I UNDERSTAND AND ACKNOWLEDGE that the Activities in which I am about to voluntarily engage bear certain **known risks and unanticipated risks** that could result in PHYSICAL OR MENTAL INJURY, DEATH, ILLNESS OR DISEASE, OR DAMAGE to me or my property or to others or their property. **I understand and acknowledge** those risks may result in claims against Releasees. However, I am making an informed choice to voluntarily accept such risks due to the thrills, excitement and benefits of the Activities, and I agree that for me the benefits of the Activities outweigh the risks, such risks include but in no way are limited to: (1) The acts, omissions or negligence in any degree of Releasees, or their agents or employees; (2) the risks inherent in the Activities, including but not limited to any injuries such as



VOLUNTARY ACKNOWLEDGEMENT OF RISKS, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT (“AGREEMENT”)

(a) broken bones (including cartilage) or fractures to any part of the human anatomy, including head, back, neck and spinal cord, (b) concussions, (c) dislocations, (d) torn ligaments and tendons, (e) sprains and strains, (f) cuts to the head, body and/or limbs, (g) torn or broken nails, (h) bumps and bruises; and (i) eye injuries, including loss of sight; (j) scrapes and other abrasions; (k) penetrated skin; (l) nasal and ear damage; (m) severe muscle cramping; (n) concussions; (o) paralysis; (p) drowning, or the potential for drowning; (q) loss of consciousness; (r) scaring; (s) loss of an important bodily function; (t) dismemberment, disfigurement, permanent disability; (u) death; (v) contracting waterborne or airborne injuries/illnesses (such as those caused by microbes, pathogens, viruses, amoeba, bacteria, or any other substance), while participating in the Activities or interacting with any person, object or substance at the Facilities; (w) injury to my body caused by the use of surfboards, body boards, or other equipment; (x) other external and internal physical and/or mental damage to my body resulting from any use of the Facilities; (3) latent or apparent defects or conditions of the Activities or the Facilities; (4) improper or inadequate instruction or supervision regarding the Activities or use of the Facilities (5) the behavior of co-participants; (6) accidents or incidents in the Facilities, including but not limited to accidents or incidents in wet areas, such as tiled, concrete or other wet surfaces in and around the Facilities (such as bathrooms, common areas, entry ways and exits, and other locations at the Facilities, which includes all structures, buildings, equipment, machinery and property associated therewith, including means of ingress and egress to the Facilities); (7) first aid, emergency treatment or services rendered or failed to be rendered by Releasees, or their agents or employees (including the exacerbation of any injuries or illness I may sustain as a result of the negligent emergency response(s) of the Releasees, any medical and/or emergency personnel or any other third party; and/or (8) accidents or incidents related to transportation to/from Activities and/or Facilities which could, but is not limited to, automobile accidents caused by Releasees and/or unknown third parties.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, **anticipated or unanticipated** may also result in injury, death, illness, disease, or damage to me or to my property. I FURTHER ACKNOWLEDGE that I am not and will not be under the influence of alcohol, narcotic or any drug, prescribed or otherwise, which would in any way impair my ability to participate in the Activities, I have sufficient skill in swimming to safely ride, Surf, or otherwise participate in Activities. I FURTHER ACKNOWLEDGE that I, and/or the minor(s), am/are in good physical and mental health, and not suffering from any condition, disease or disablement which would or could potentially affect participation in the Activities or use of the Facilities. Further, I acknowledge that I and the minor(s) am/are not purchasing or leasing the attraction, but rather, am/are being afforded a non-exclusive right to use the attraction. Additionally, I acknowledge that Releasees are providing recreational services.

By applying my initials or mark, I acknowledge that I have read the foregoing and agree to the same.

VOLUNTARY ACCEPTANCE AND ASSUMPTION OF RISK AND RESPONSIBILITY: I EXPRESSLY AND VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES, AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE OR DAMAGE to me, the minor(s), and others or to my or others’ property arising from the participation in the Activities, use of the Facilities, and/or related transportation.

Additionally, I acknowledge that Releasees are only providing recreational services (as opposed to the sale, rental, or lease of any product). Furthermore, I agree to be familiar with and to abide by all rules and regulations established for the Activities in which I participate. I also accept sole responsibility for my own conduct and actions while participating in these Activities and the condition and adequacy of any equipment



VOLUNTARY ACKNOWLEDGEMENT OF RISKS, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT (“AGREEMENT”)

that I might own, use, and/or supply in conjunction with those Activities. I FURTHER ACKNOWLEDGE that it is difficult or impossible for Releasees to determine whether I have the proper training, experience or fitness level to participate in the Activities or use the Facilities, or for Releasees to determine whether I fully comprehend any instructions or training provided at the Facilities, and I expressly acknowledge, accept, and assume all risks associated with inadequate training or experience whether or not such training or experience is provided at the Facilities and/or by or on behalf of Releasees.

By applying my initials or mark, I acknowledge that I have read the foregoing and agree to the same.

RELEASE AND INDEMNITY: I FOR MYSELF AND/OR THE MINOR(S) VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE Releasees and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or rights of action for personal injury, property damage, and or death, which are related to, arise out of, or are in any way connected with the participation in the Activities, use of the Facilities, and/or related transportation, including, but specifically not limited to any and all negligence or fault of Releasees. I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply to all current and future participation in the Activities, use of the Facilities, and/or related transportation. I understand that this RELEASE OF LIABILITY will prevent me, my child, my heirs or my estate from bringing any action at law, suit in equity, or other jurisdictional proceeding or making any claim for damages, injury or death in the event of damage, injury or death arising from participation in the Activities or use of the Facilities.

I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY AND DEFEND

Releasees from all loss, costs and expense, including attorneys’ fees, or any other fees and costs, incurred in connection with claims for mental or bodily injury, wrongful death or property damage that may be filed against Releasees and which are related to, arise out of, or are in any way connected with my participation in the Activities, use of the Facilities, and/or related transportation, including any action filed by or on behalf of the minor. Such indemnity and defense obligation shall further extend to any claim, loss or lawsuit which alleges that I negligently or intentionally caused any injury, death or damage to spectators or other third parties in the course of my participation in the Activities. This indemnity provision is to be interpreted to afford the greatest relief to Releasees, as recognized under California law, and will obligate the indemnitor even if Releasees are found to be actively negligent.

By applying my initials or mark, I acknowledge that I have read the foregoing and agree to the same.

RELEASE OF ALL RIGHTS RELATED TO MY AUDIO AND PHOTOGRAPHIC IMAGE: I hereby agree to a blanket release of all rights related to my and/or the minor(s) audio and photographic image that may arise out of my participation in the Activities or use of the Facilities. I understand that this release includes any and all marketing, promotion or advertising that may occur anywhere and anytime on any media as later used by Releasees. Further, I hereby grant full permission for Releasees, to record any or all of the participation, and name and likeness in the Activities for photos, motion pictures, TV, radio, Internet, recordings, videotapes, and other media, known or unknown, and to use them in perpetuity, no matter by whom taken or recorded, in any manner for publicity, promotions, advertising, trade or commercial purposes, without any reimbursement of any kind due to me, or the need to pay me any fee or compensation whatsoever.

Generated on: July 25, 2024

Signed On: <https://orangecountysurfcoaching.com/>

Document ID: 49c86765bcad967997f697fd99f7f2e45e020f5f

Page 3 of 6



VOLUNTARY ACKNOWLEDGEMENT OF RISKS, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT (“AGREEMENT”)

By applying my initials or mark, I acknowledge that I have read the foregoing and agree to the same.

ENTIRE AGREEMENT, SEVERABILITY AND VENUE: I understand that this is the entire Agreement between the undersigned and Releasees, and that it cannot be modified or changed in any way by the representations or statements of Releasees or any employee or agent of Releasees, or by the undersigned. I understand and agree that this Agreement is severable and that if any clause is found to be invalid, the balance of the Agreement will remain in effect and will be valid and enforceable. I acknowledge that I and/or the minor(s) have given up my right to bring a civil action and the right to a trial by jury, by signing this Agreement. That said, if legal action is brought, the trial court for the County of Orange in the State of California has the sole and exclusive jurisdiction on any claims made against Releasees and that only the substantive laws of the State of California shall apply.

ELECTRONIC SIGNATURE: Even though I am not applying an actual physical signature on this document, I agree that any mark, symbol, writing, or any other affirmative action that I take to agree to the terms, will be considered the same as an actual physical signature. I also agree to be bound by California’s Electronic Transaction Act, Civil Code Section 1633. 1 et. Seq.

By applying my initials or mark, I acknowledge that I have read the foregoing and agree to the same.

ABILITY TO PARTICIPATE. I acknowledge that I, and/or the minor(s) am physically, emotionally and mentally able to participate in the Activities. I hereby acknowledge that I know of no medical reason why I, and/or the minor(s) should not participate in the Activities. I will immediately remove myself and/or the minor(s) from participation in the Activities, and notify the nearest surf instructor or coach, if at any time I sense or observe any unusual hazard or unsafe condition, or if I feel that I, and/or the minor(s) have experienced any deterioration in my physical, emotional or mental fitness for continued participation in the Activities. I give my consent and permission to any surf instructor or coach to obtain on my behalf for myself or the Participant who is a minor child any emergency medical treatment in case of sickness, accident or injury and to secure such medical attention at my expense.

I have read this entire document, understand it completely, and agree to be bound by its terms.

Date:

AFFIDAVIT OF PARENT OR LEGAL GUARDIAN

I, the undersigned, declare that I am the parent of, or the legal guardian of, the below named minor, and have the capacity to execute documents on behalf of such minor. I understand that as a condition to participate in the Activities the parent or legal guardian of the minor participant must sign certain legal documents, including but not limited to Acknowledgements of Risks, Releases, and Indemnity Agreements. I am signing those documents, freely, without any fraud or duress and acknowledge that I have read and understand the

Generated on: July 25, 2024

Signed On: <https://orangecountysurfcoaching.com/>

Document ID: 49c86765bcad967997f697fd99f7f2e45e020f5f

Page 4 of 6



VOLUNTARY ACKNOWLEDGEMENT OF RISKS, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT (“AGREEMENT”)

same.

In the event that it is determined that I am not the parent or legal guardian of the minor, or did not have the legal capacity to execute the documents on behalf of said minor, then I agree to defend and indemnify (including attorney’s fees): Releasees, and each of their lessors, parent companies, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their partners, trustees, directors, officers, members, intellectual property holders, contractors, subcontractors, material suppliers, fabricators, agents, attorneys, servants and employees, past and present, and each of them, if any litigation is instituted, as a result of any injury or death or property damage claim for damage arising out of, relating to, or in any way connected with, minor’s participation in the Activities or use of the Facilities. I understand that this indemnity provision is in addition to (and not in lieu of) any other indemnity provision found in this and/or related/separate document.

By entering into this Agreement, I am not relying on any oral or written representations or statements made by any of the Released Parties, other than what is set forth in this Agreement Further I acknowledge that participation in the Activities at the Premises is strictly voluntary and that no one is forcing me or the minor to participate, view or spectate.

Participant’s Legal Name (please print)

Legal Guardian Name:

Date:



Signature Certificate

VOLUNTARY ACKNOWLEDGEMENT OF RISKS, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT (“AGREEMENT”)

🔒 Unique Document ID: 49c86765bcad967997f697fd99f7f2e45e020f5f



Timestamp

July 25, 2024 8:03 am PDT

Audit

VOLUNTARY ACKNOWLEDGEMENT OF RISKS, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT (“AGREEMENT”)

Uploaded by Christian Saenz -
orangcountysurfcoaching@gmail.com IP 213.88.29.87



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

Page 6 of 6