



VENTURA SURF SCHOOL, 461 W Channel Islands Blvd, Port Hueneme, CA 93041 WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT Waiver:

I have chosen to voluntarily participate in the Ventura Surf School (“The Activity”). In return for being permitted to participate in the Activity, including any associated use of the premises, facilities, staff, equipment, transportation, and services of Ventura Surf School, I, for myself, heirs, personal representatives, and assigns, do hereby release, waive, discharge, and promise not to sue or bring any claims against Ventura Surf School, its directors, officers, employees, and agents (“Ventura Surf School”), from liability from any and all claims, including the negligence or strict liability of Ventura Surf School, resulting in personal injury (including death), accidents or illnesses, and property loss, in connection with my participation in the Activity, the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, and any use of Ventura Surf School instruction, equipment, premises and facilities. This Waiver of Liability, Assumption of Risk and Indemnity Agreement is referred to hereinafter as the “Agreement.”

Date(s): _____, 2020 through _____, 2020 Agreement to Follow Instructions: I agree to follow the rules for the Activity provided to me and to follow directions given to me by the leaders of the Activity.

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Assumption of Risks: Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. The specific risks vary from one activity to another, but the risks range from (1) minor injuries such as scratches, bruises, and sprains, to (2) major injuries such as eye injury, joint, tendon, ligament or bone injuries, heart attacks, and concussions, to (3) catastrophic injuries such as paralysis, brain damage and death. To the best of my knowledge, I am currently in good physical condition and fully able to participate in all Ventura Makos activities.

Indemnification and Hold Harmless: I also agree to indemnify and hold Ventura Makos harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees, arising out of my involvement in Ventura Surf School, and to reimburse it for any such expenses incurred.

Severability: I further agree that this Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

Governing Law, Jurisdiction, and Attorney Fees: This Agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the Courts of the State of California, County of Ventura. In any claim or litigation regarding this Agreement or the Activity, I agree that the non-prevailing party will pay all reasonable attorney’s fees and costs resulting therefrom. **Acknowledgment of Understanding:** I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Ventura Surf School have put in place preventative measures to reduce the spread of COVID-19; however, Ventura Surf School cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, participation in summer camp programs could increase your risk of contracting COVID-19.

READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH

___ INITIALS By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that there is a risk of becoming exposed to or infected by COVID-19 while attending a session at Ventura Surf School.

___ INITIALS I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my child(ren) (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at Ventura Surf School. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Ventura Surf School, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence Ventura Surf School, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at Ventura Surf School.

___ INITIALS By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

___ INITIALS I agree that to the best of their ability my child will follow all camp safety guidelines laid out by Ventura Surf School. and will attempt to practice safe social distancing and clean hygiene at all times during their

participation in Ventura Surf School surf camp. Failure to comply with provided safety guidelines will result in your child's expulsion from camp. Signature of Parent/Guardian Date

_____ DATE

Printed Name of Parent

Signature of Parent
