

SURF LESSONS BY BRANDON TODD – RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF RISK AGREEMENT

CAUTION: DO NOT SIGN THIS DOCUMENT WITHOUT READING IT CAREFULLY IN ITS ENTIRETY. BY SIGNING THE DOCUMENT YOU GIVE UP IMPORTANT LEGAL RIGHTS! SURFING IS AN ATHLETIC ACTIVITY, THE PARTICIPATION IN WHICH INVOLVES VARIOUS RISKS. PLEASE READ AND UNDERSTAND THIS DOCUMENT. THIS IS A LEGAL DOCUMENT. MY SIGNATURE IS MY ACKNOWLEDGMENT OF THE CONTENTS OF THIS CONTRACT. I WILL NOT SIGN THIS DOCUMENT UNLESS I FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS.

I, _____, being and adult (or a minor on whose behalf a parent or legal guardian is signing this document), acknowledge that:

1) I know how to swim and to maintain buoyancy in open water, and I am in good health: My swimming skills are above those of a novice and I can maintain my head above water when my feet do not make contact with the bottom for extended periods of time. Likewise, I am in good physical and mental health. I am not under the influence of any drugs, alcohol, or other substances which may impair my swimming skills or my ability to take and follow instructions. I am not pregnant, nor am I suffering from any spinal or skeletal defect, hearing, vision or balance impairment, or other physical impairment. I understand that the foregoing representations as to my physical condition are being relied on by BRANDON TODD. I hereby agree to follow all rules, regulations and instructions of BRANDON TODD while participating in this class, lesson, or while renting equipment from BRANDON TODD.

2) I acknowledge that surfing may be dangerous and I accept and assume such risk:

I am aware that open water activities in general, and surfing specifically, involve inherent risks. I may damage my belongings, get hurt, get injured, become ill, drown or even die. I further acknowledge that I have voluntarily chosen to rent equipment or take surfing lessons from BRANDON TODD, or, if the individual taking such lessons or renting equipment is a minor, I have, as the minor's parent or legal guardian, voluntarily consented to such minor taking of such lessons or renting equipment. I know and fully understand that water sports and surfing are dangerous outdoor activities in an uncontrolled natural environment with inherent risks and hazards, where serious accidents can occur, participants can sustain property damage, injuries, illness and even die. I acknowledge and willingly and voluntarily assume all risks and hazards in surfing and beach related activities in all phases of these activities, from the training sessions until the conclusion of the class, lesson or equipment rental period, including, but not limited to those involving (1) loss of control of the surfboard, malfunction of the surfboard, collision with other participants, equipment, other surfboards, rocks and any other man-made or natural obstacles, whether obvious or not; (2) judgment, decision, making and conduct of the instructors; (3) submersion in water, drowning; (4) encounters with animals, marine life, plant life, rocks and insects; (5) exposure to outdoor ocean environment, bacteria or microbes, extreme temperatures, sun, and inclement weather, including travel by foot or vehicle in any way related to this activity; (6) assistance in lifting and/or carrying surfing equipment; (7) rescue-related activities; and (8) unavailability of immediate and appropriate medical attention in case of injury. I understand and acknowledge that the above list is not meant to be complete or exhaustive, and that other unforeseen and unanticipated risks, known or unknown, may also exist and result in damage, injury, illness, disease or death.

3) I waive my right to sue BRANDON TODD: In consideration for BRANDON TODD agreeing to provide me with equipment rental or surfing instructions and/or allowing me to participate in this class or lesson, I agree that I shall not make any claim or bring any action against, sue, or hold responsible, the City of North Myrtle Beach, or any City/Beach where the lessons are being performed, its owners (BRANDON TODD), officers, agents, employees, associates, representatives (referred to collectively in this agreement as "BRANDON TODD") or expect, require, or pursue them to be held accountable for any damages. I voluntarily agree to release, discharge, and hold harmless BRANDON TODD from and against any and all claims of liability, even those arising out of their negligence, fault, recklessness, or any other act or omission which causes me damages, illness, injury, disease or death, of any nature in any way connected with my participation in this activity. I also expressly agree to release and discharge BRANDON TODD from any act of omission, excluding acts of wanton or gross negligence, in rendering or failing to render any type of rescue, emergency or medical services.

4) Indemnity: I further agree to hold harmless, defend and indemnify BRANDON TODD and the City in which the lessons are performed from all defense costs, including attorney's fees incurred in connection with any claims arising from the activities anticipated therein, including but not limited to those fro bodily injury, wrongful death, or property damage, whether caused by or sustained by any minor under 18 years of age on whose behalf I am signing, or which I may have caused to spectators or other third parties, whether negligent or not, in the course of my participation in this activity. In the event of any actions, regardless of where venue lies, any such actions shall be filed in the State Court of Horry County, South Carolina. In the event that any action is filed other than in the State Court of Horry County, South Carolina, it shall be moved to the State Court of Horry County, South Carolina on motion and at the option of BRANDON TODD.

5) Permission to obtain medical assistance: In the event of any injury, illness, emergency, accident or other harm sustained by me (or by the minor on whose behalf I am signing this document), I hereby give BRANDON TODD/Certified Lifeguards permission to obtain Medical Assistance, in which event I hereby make the same releases and waivers in BRANDON TODD'S favor as I have otherwise made in this agreement in connection with any such medical assistance sought or not sought. In addition, the expenses for any such medical emergency shall be my sole responsibility and not that of BRANDON TODD.

6) Promotional use of images: I hereby agree that BRANDON TODD may use film or photographic records of the surfing class or lesson for its promotional and/or commercial purposes without compensation to me, and I consent to the use of my name and likeness for such use in any media now known or unknown.

7) I HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND IT IS MY INTENTION THAT IT BE BROADLY CONSTRUED IN FAVOR OF BRANDON TODD IN THE EVENT OF ANY AMBIGUITIES, WHICH SHALL BE RESOLVED IN BRANDON TODD'S FAVOR. I UNDERSTAND THAT I AM ASSUMING ALL THE RISKS INHERENT IN THIS SURFING ACTIVITY AND THAT I MAY BE INJURED, BECOME ILL, OR EVEN DIE AS A RESULT OF SURFING. I UNDERSTAND THAT THIS IS A RELEASE OF ANY AND ALL CLAIMS. I UNDERSTAND THAT THIS IS THE ENTIRE AGREEMENT BETWEEN ME AND BRANDON TODD AND THAT NO REPRESENTATIONS HAVE BEEN MADE TO ME BY BRANDON TODD OUTSIDE OF THIS AGREEMENT. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF ALL THE PROVISIONS IN THIS RELEASE AND MY AGREEMENT TO BE BOUND BY THEM.

Name of participant

Name of parent/guardian

Signature of parent/guardian

Date