

SPORT PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, WAIVER OF LEGAL RIGHTS, DECLARATION OF FITNESS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

I understand that this is a long and boring, yet very important legal document that can affect my legal rights and that even though it is long, boring, and for the most part written by lawyers with no sense of humor I still must and will read and understand every word of it before participating in the sport of Surfing/Stand Up Paddling/Bodyboarding.

(Initial here _____)

Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.

I, ([Print here](#)) _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with **O'ahu Surfing Experience L.L.C**, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including severe lacerations, the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to bare spots, rocks, stumps, debris, cliffs, trees, roots, fences, posts, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, padded and non-- padded barriers, other persons, and other natural and man--made hazards.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
5. Exposure to the elements and temperature extremes may result in heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
6. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, submerged rocks, inclement weather, rain, thunder and lightning, severe and or varied wind, varied ocean and river currents, tidal changes, temperature and other weather conditions.
7. Dangers associated with marine life (sea animals) include but are not limited to random shark, poisonous sea snake, or seal encounters. Collisions with sea turtles. Stings from jelly fish, blue bubbles (blue bottles), stingrays, or various poisonous reef fish. Severe cuts and abrasions from sharp reef. Etc.
8. Accidents or illness occurring in remote places where medical facilities take longer to access.
9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my reaction time and increase the risk of accident.
10. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists.

***I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.**

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the above described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH**, or loss or damage to person or property, **WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE**, the following named persons or entities, Oahu Surfing Experience L.L.C., hereinafter collectively referred to as "Releasees" or "Released Parties". Owner (Company and/or Person).
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement.

I acknowledge that Surfing/Stand Up Paddling/Bodyboarding is an action sport and recreational activity involving balance on a moving surface and such an activity is subject to mishap and even injury to participants. I understand I may suffer a broken limb, paralysis, or fatal injury while participating in the activity of Surfing/Stand Up Paddling/Bodyboarding.

(Initial here _____)

I hereby RELEASE AND DISCHARGE O'AHU SURFING EXPERIENCE L.L.C. , the State of HAWAI'I, the County of HONOLULU, and their officers, directors, elected officials, agents, employees, instructors, and owners of equipment and the land used to get to and from said Surfing/Stand Up Paddling/Bodyboarding activities (hereinafter collectively referred to as "Released Parties") from any and all liability, claims, demands or causes of action that I may hereafter have for injuries and/or damages arising out of my participation in Surfing/Stand Up Paddling/Bodyboarding activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. (Initial here _____)

I understand and acknowledge that Surfing/Stand Up Paddling/Bodyboarding activities have inherent dangers that no amount of care, caution, instruction, or expertise can completely eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SURFING/STAND UP PADDLING/ BODYBOARDING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

(Initial here _____)

I further agree that I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in Surfing activities. (Initial here _____)

I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, and costs, including attorneys' fees, incurred in connection with any action brought as a result of my participation of Surfing activities.

(Initial here _____)

I will take full responsibility for, and hold harmless Released Parties for any injury that I may suffer or inflict upon others or their property as a result of my engaging in Surfing activities. (Initial here _____)

I understand that any and all still images and audio and video obtained by O'AHU SURFING EXPERIENCE L.L.C. of me while participating in Surfing activities are for my personal use and can be displayed publicly where I choose, however, said still and video images will not be sold, traded or used for compensation or barter of any kind without expressed written consent of O'AHU SURFING EXPERIENCE L.L.C. (Initial here _____)

I agree to allow O'ahu Surfing Experience L.L.C., without any compensation to me, to use any still images and/or video (with or without audio) of me obtained during my Surfing/Stand Up Paddle/Bodyboarding lesson for any commercial, marketing or advertising purposes including print, broadcast, and internet uses. (Initial here _____)

(MO / DAY / YEAR)

(PRINTED NAME)

(SIGNATURE)

I hereby declare that I am physically fit and that I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during Surfing/ Stand Up Paddling/ Bodyboarding activities: Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, drug or alcohol addiction, recent back/neck injury or surgery, severe joint injury, chronic bronchitis, asthma, rheumatic fever, thyroid, adrenal, or other glandular disorder, recent blood donation, heart issues, known cardiac arrhythmias, diabetes, hepatitis A, B or C, or any condition that requires the regular use of drugs.

(Initial here _____)

I hereby declare that I have no physical or mental condition that should preclude me from participating in the activity of Surfing, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness. (Initial here _____)

I FURTHER DECLARE THAT IN THE EVENT THAT I FEEL ILL OR UNWELL, HAVE ANY PHYSICAL COMPLAINTS WHATSOEVER, OR IF AN INJURY IS SUSTAINED OF ANY KIND DURING THE COURSE OF SURFING ACTIVITIES, I WILL NOTIFY THE INSTRUCTOR IMMEDIATELY. (Initial here _____)

I have read and understood the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and a declaration of my fitness and also an acknowledgement of the assumption of liability by me of all risks arising out of my engaging in Surfing activities. (Initial here _____)

I further represent that this Release of Liability, Waiver of Legal Rights, Assumption of Risk, and Declaration of Fitness shall continue in full force and effect for so long as I engage in Surfing/Stand Up Paddling/Bodyboarding activities which are in any way connected to or with the Released Parties. (Initial here _____)

I further represent that I am at least 18 years of age, or that as the parent or adult legal guardian, I waive and release any and all legal rights that may accrue to me, to my minor child or to the minor child for whom I am adult legal guardian, as the result of any injury that my minor child, the minor for whom I am adult legal guardian or I may suffer while engaging in said aquatic sporting activities. (Initial here _____)

I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights, Assumption of Risk, and Declaration of Fitness is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in said aquatic sporting activities including any claims by the negligence of the Released Parties by any of the undersigned. (Initial here _____)

I hereby represent that as I am reading this sentence I am wide awake and also still desire to participate in aquatic sporting activities with Oahu Surfing Experience L.L.C. despite all the super-wordy, overstated, scary stuff written above. (Initial here _____)

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS, ASSUMPTION OF RISK AGREEMENT, AND DECLARATION OF FITNESS AND I FULLY UNDERSTAND ITS CONTENTS AND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND AGREE TO BE BOUND BY IT.

S/ _____
Signature of Adult Participant Name of Adult Participant (Please Print) Date

This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Email: _____
(don't worry we hate spam too)

S/ _____
Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.

Name of Minor (Please Print)

Name of Parent or adult legal Guardian (Please Print)

Date

***** (OPTIONAL) *** IN CASE OF AN EMERGENCY, PLEASE NOTIFY :**

(Name) (Relationship) (Phone Number)

