

## **SSS Surf School - Customer Waiver Form**

### **WAIVER & RELEASE OF LIABILITY FOR SSS SURF SCHOOL EQUIPMENT RENTAL & SURF LESSONS.**

THIS IS A LEGAL DOCUMENT. MY SIGNATURE IS MY ACKNOWLEDGEMENT 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, \_\_\_\_\_ (name of user), being an adult (or a minor below 16 years old, on whose behalf a parent or legal guardian is signing this document) (hereafter "I" or "me"), acknowledge that:

(1) I know how to swim 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 any 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 upon by the SSS Surf School. I hereby agree to follow all rules, regulations, and instructions of the SSS Surf School while renting or using their equipment.

(2) Surfing may be dangerous and I accept and assume such risk: I am aware that open water activities in general, and surfing specifically, involves inherent risks. I may damage my belongings, get hurt, get injured, drown or even die. I further acknowledge that I have voluntarily chosen to rent equipment from SSS Surf School. I willingly and voluntarily assume all risks and hazards in surfing and beach related activities until the conclusion of the equipment rental period including, but not limited to those involving, (1) loss of control of surfboard, malfunction of the surfboard, falls from the surfboard, collision with other participants, equipment, other surfboards, and any other man made or natural obstacles; (2) submersion in water, drowning; (3) encounters with animals, marine life, plant life, rocks and insects; (4) exposure to outdoor ocean environment; (5) assistant in lifting and/or carrying surfing equipment. 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) My right to claim liability against SSS Surf School has been waived: In consideration for SSS Surf School agreeing to provide me with equipment rental I agree that I shall not make a claim, or bring any action against, sue, or hold responsible, SSS Surf School, its owners, employees, associates, or expect, require, or pursue them, to be held accountable for any damages.

(4) I have read this document in its entirety and it is my intention that it be broadly construed in favour of the SSS Surf School in the event of any ambiguities, which shall be resolved in the SSS Surf School's favour. 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 the SSS Surf School, and that no representations have been made to me by SSS Surf School 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.

I have read, understood, acknowledge and agree to the above declaration including the warning, release and indemnity.

Name: \_\_\_\_\_

Male/Female \_\_\_\_\_ Age: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Contact No: \_\_\_\_\_

Address: \_\_\_\_\_

Post Code: \_\_\_\_\_

**SURFER'S MEDICAL INFORMATION (confidential).** Please indicate any medical conditions that coaches should be aware of:

Filming and photography may take place during lessons. Please sign to confirm you are happy to feature. Images or footage may be used on our website and social media for promotional purposes. If you have any concerns about being filmed or photographed, please notify your instructor!

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Where the applicant is under 18 years of age this form must also be signed by the applicant's parent or legal guardian.

I, \_\_\_\_\_ am the parent or guardian of the applicant. I expressly agree to be responsible for the applicant's behaviour and agree to personally accept the conditions set out in this application and declaration including the provision by me of a release and indemnity in the terms set out above.

Parent's signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

In case of emergency please contact: Name \_\_\_\_\_

Relationship to customer \_\_\_\_\_

Contact Tel: \_\_\_\_\_