

VENTURA MAKOS SURF CAMP, INC.

1633 E. Ocean Ave,
Ventura, California 93001

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Waiver: I have chosen to voluntarily participate in the Ventura Makos Surf Camp (“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 Makos and Silverstrand 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 Makos Surf Camp, Inc., its directors, officers, employees, and agents (“Ventura Makos”), from liability from any and all claims, including the negligence or strict liability of Ventura Makos, resulting in personal injury (including death), accidents or illnesses, property loss and exposure to COVID-19, 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 Makos instruction, equipment, premises and facilities. This Waiver of Liability, Assumption of Risk and Indemnity Agreement is referred to hereinafter as the “Agreement.”

Date(s): _____, 2021 through _____, 2021

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.

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, (4) exposure to COVID-19. To the best of my knowledge, I am currently in good physical health and condition, and fully able to participate in all Ventura Makos activities.

COVID-19 : An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and participants with underlying medical conditions are especially vulnerable. By attending Ventura Makos Surf Camp, Inc. surf camps, including Silverstrand Surf School, you voluntarily assume all risks related to exposure to COVID-19.

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 Makos, 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.
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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.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND VENTURA MAKOS SURF CAMP INC, AND SIGN IT OF MY OWN FREE WILL AND INTENDING TO BE BOUND BY THESE TERMS AND TO UNCONDITIONALLY RELEASE AND ALL LIABILITY TO THE GREATEST EXTENT ALLOW BY LAW. NO ORAL OR WRITTEN ASSURANCES, REPRESENTATION, STATEMENTS OR INDUCEMENTS TO SIGN THIS AGREEMENT HAVE BEEN MADE IN OTHER THAN AS CONTAINED IN THIS AGREEMENT.

Parent or Guardian: I verify that the dangers of the Activity and the significance of this Agreement were explained to the Participant and that the Participant understood them. I have carefully read and understand the foregoing Agreement and in consideration of the minor child being permitted to participate in the Activity, I accept and agree to the terms of this Agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity.
Executed at Ventura, California on _____, 2021.

Participant(s) Name(s): _____

Participant/Parent/Guardian Signature: _____

Print Name: _____

Address: _____

Contact Phone Number: _____

Contact Email: _____