



CROSSWAVES FAMILY SURFING MINISTRY

WAIVER & RELEASE OF LIABILITY

[Read before Signing]



BY SIGNING THIS DOCUMENT, YOU ASSUME ALL RISKS & WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

NAME OF PARTICIPANT: _____ AGE: _____ DATE OF BIRTH ____/____/____
PHONE: (____) _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

***** WARNING *** IIIII**

In consideration for use of the services, facilities or equipment at said events, the Participant hereby releases **CROSSWAVES**, its lessors, its subsidiaries, affiliates, partners, officers, directors, employees, agents & volunteers (and each of their respective heirs, assigns & legal representatives) on behalf of the Participant or his or her heirs, assigns & legal representatives, from any & all liability for negligence, bodily injuries, death or property damage to Participant arising out of the Participant's use of the property of **CROSSWAVES** or leadership (surfboards, boogie, boards skimboards, etc)

The Participant at **CROSSWAVES** understands, acknowledges & agrees that surfing & other similar ocean sports are Dangerous Activities. These Activities can result in injury to the person or to Third Parties & the Participant is fully aware of the risks inherent in engaging in or observing any Activities at a **CROSSWAVES** event. The ocean can often be unpredictable so participants must be able to swim adequately.

No matter how careful the Participants & staff are, the risk cannot be eliminated.

The risk of injury includes minor injuries such as bruises & more serious injuries such as broken bones, dislocations & muscle pulls. The risks include catastrophic injuries such as permanent paralysis or death from landings or falls on the back, neck or head. The Participants may suffer such injuries while merely observing or being in proximity to surf Activities as other Participants may collide, land or fall upon you. The Participant is aware of the conditions of the beach, & that conditions may become more dangerous during the time that the Participant is using the premises. The Participant voluntarily assumes all risk of loss, damage or injury while on the premises. The Participant acknowledges that there are various degrees of skill & experience required for the different activities & the Participant will buy abide by the Rules for use of the various beach Activities, & will follow the instructions of Staff members. Failure to follow rules & instructions from staff may result in termination of participation in activities.

The Participant agrees to indemnify **CROSSWAVES** & **LEADERS** against & save it harmless from any & all damages, actions, claims, judgments, cost of litigation & attorney fees which may result from the Participant's use of **CROSSWAVES** & **LEADERS** property, or presence at a **CROSSWAVES** event.

I hereby authorize the **CROSSWAVES** staff to act for me according to their best judgment in any emergency requiring medical attention. All medical expenses incurred will be the responsibility of the Participant or the Participant's family. I certify to **CROSSWAVES** & **LEADERS**, that I have no physical conditions or mental impairment that would be effected by the participation in the activities at a **CROSSWAVES** event (surf lessons)

I permit **CROSSWAVES** & Leaders to use any photographs, videotapes, motion pictures, recordings or any other records taken while I am at any **CROSSWAVES** events sponsored, promoted or organized by **CROSSWAVES** for publicity, advertising or any legitimate purposes.

I agree that this Agreement shall apply to my participation in any & all **CROSSWAVES** activities & programs, including, but not limited to open surfing, instructional sessions, competitions & activities directed by any representative of **CROSSWAVES**. This Agreement shall apply to all my future visits to **CROSSWAVES** events.

BY SIGNING THIS WAIVER & ASSUMPTION OF RISK & RELEASE, I ACKNOWLEDGE ITS CONTENTS. I AGREE TO BE BOUND BY THE TERMS OF THE RELEASE & UNDERSTAND THAT ANY & ALL RISKS, WHETHER KNOWN OR UNKNOWN, ARE EXPRESSLY WAIVED IN ADVANCE. I CERTIFY THAT MY PARTICIPATION IS COVERED BY INSURANCE TO COVER ANY INJURY OR DAMAGES I MAY SUFFER OR CAUSE, OR ELSE I AGREE TO BEAR THE COSTS FOR SUCH INJURY OR DAMAGE TO MYSELF OR OTHERS. I HAVE SIGNED THIS DOCUMENT FREELY & VOLUNTARILY WITHOUT ANY INDUCEMENT.

AGE: _____ DATE SIGNED: _____ Participant's Signature _____

FOR PARTICIPANTS of MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this Participant, do consent & agree to his/her release as provided above. I release & agree to indemnify **CROSSWAVES** & Leaders from any & all liabilities incident to my minor child's involvement or participation in the programs provided above, even IF ARISING FROM THE NEGLIGENCE OF **CROSSWAVES** LEADERS to the fullest extent permitted by the law.

Parent/Guardian's Signature _____ Emergency Phone # (____) _____ Date Signed _____