



## Waiver of Liability and Assumption of Risk Agreement

**CAUTION:** Do not sign this document without reading it in its entirety. By signing this you give up important legal rights.

This is a legal document, and my signature is my acknowledgement of its contents. I will not sign this unless I fully understand and agree to be bound by this Waiver of Liability and Assumption of Risk Agreement (“Agreement”).

**Participant Name:** \_\_\_\_\_ (“Participant”)

**Participant is a minor. I hereby acknowledge by signing below, to be the lawful parent and/or guardian of Participant and I acknowledge my qualifications to sign the Agreement on behalf of Participant, who I am registering for a program that involves BeachSports Activities, defined below.**

I understand that surfing, skateboarding, volleyball and other activities offered by BeachSports (“BeachSports Activities”) are HAZARDOUS RECREATION ACTIVITIES that carry a degree of risk that no amount of care, caution, instruction, or expertise can completely eliminate. I am aware that beach and open-water activities in general can be dangerous and that surfing, in particular, involves inherent risk. I may damage my belongings, get hurt, get injured, become ill, drown, or even die. I further acknowledge that I have voluntarily chosen for Participant to rent equipment and/or participate in BeachSports Activities. I know and fully understand that surfing and skateboarding are dangerous outdoor activities in uncontrolled environments with inherent risks and hazards where serious accidents can occur. Participants can sustain property damage, injury, illness, or even die. I acknowledge and willingly and voluntarily assume on behalf of Participant all risks and hazards in BeachSports Activities in all phases of these activities. Such risks and hazards may include but are not limited to: loss of board control, collisions, falls from surfboards, malfunction of equipment, collision with man-made or natural objects, submersion in water, encounters with animals, marine life, algae and bacteria, extreme temperatures, sun damage and the unavailability of appropriate medical attention. I understand and acknowledge that the above list is not meant to be complete or exhaustive and that the other unforeseen or unanticipated risks known or unknown may also exist and result in injury, illness, disease or death.

I agree to indemnify, release from liability, and hold harmless Sports Camp Management, LLC (dba BeachSports & PCH Skate Camps), LLC, the County of Los Angeles, the L.A. County Department of Beaches and Harbors, and the state of California, together with their members, principals, parents, subsidiaries, partners, representatives, officers, directors, employees, agents, independent contractors, predecessors, successors, affiliated or related entities, and assistants (hereafter the “Released Parties”), from and against any and all legal action, liability, claim, judgment, cost, expense or right of action, for any personal injury, death, damage or loss, including without limitation that which may occur as a result of the



Released Parties' negligence, the negligence of third parties, encounters with marine or other wildlife, or the conditions of the beach, parking lot, and premises, occurring to Participant or Participant's property while participating in, or traveling to or from any camp session or event offered by the Released Parties.

This Agreement shall be binding upon my estate, my heirs, next of kin, executors, administrators, representatives, successors and assigns. I specifically waive any claim or right to assert any cause of action or alleged cause of action or claim or demand which has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this Agreement.

I accept full responsibility for the safety of Participant, and voluntarily and expressly assume all risk of harm, whether foreseen or unforeseen, including loss of life, personal injury, or loss of property, which may occur while Participant participates in BeachSports Activities, or while traveling to or from any camp sessions or events conducted by or sponsored by the Released Parties.

I will not sue or bring legal action against the Released Parties in consideration for BeachSports agreeing to provide equipment rental, instruction and/or participation in BeachSports Activities to Participant.

This Agreement shall be governed by the laws of the State of California, and any action, claim or proceeding relating to this Agreement or BeachSports Activities shall be commenced exclusively in the courts of California located in the County of Los Angeles.

Except as provided in this paragraph, I certify that Participant knows how to swim and maintain buoyancy in the open water. Participant's swimming skills are above those of a novice and Participant can keep his or her head above water without his or her feet touching the bottom for extended periods of time. Likewise, Participant is in good physical and mental health. Participant is not under the influence of drugs or alcohol or other substances which may impair his or her swimming skills or ability to take and follow instruction. Participant is not pregnant and does not suffer from any spinal or skeletal defect, any hearing, vision or balance impairment, or any other physical impairment which may impair his or her swimming skills or ability to take and follow instruction. I understand that the forgoing representations as to Participant's physical condition are being relied upon by BeachSports. I hereby agree to follow all rules, regulations, and instructions of BeachSports while participating in BeachSports Activities, or by renting equipment from BeachSports. If I cannot certify to any of the above statements, I have designated this on the registration form submitted to BeachSports, and this Agreement will remain in full force and effect except that this certification will be amended to the extent of the information on the registration form. You agree to immediately inform the BeachSports camp director in writing of any change to any of the above certifications.

I hereby consent to Participant's photograph being taken or his or her image recorded



digitally or by video while at any camp session or event conducted by or sponsored by BeachSports and do hereby grant and convey unto BeachSports all right, title and interest in any and all such photographic images and video and/or audio recordings made by BeachSports. If you do not consent to photographs, you can strike this section and notify a BeachSports staff member. BeachSports will immediately remove any posted photos as soon as requested by the parent or guardian of the participant.

By signing my name below, I attest that this release of liability is binding and cannot be changed by oral agreement.

**I HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND IT IS MY INTENTION THAT IT BE BROADLY CONSTRUED IN THE FAVOR OF THE RELEASED PARTIES IN THE EVENT OF ANY AMBIGUITIES, WHICH SHALL BE RESOLVED IN THE FAVOR OF THE RELEASED PARTIES. I UNDERSTAND THAT I ON BEHALF OF MY MINOR CHILD AM ASSUMING ALL RISKS INHERENT WITH THE BEACHSPORTS ACTIVITIES, AND THAT I OR MY MINOR CHILD MAY BE INJURED OR BECOME ILL OR EVEN DIE AS A RESULT OF SUCH ACTIVITIES. I UNDERSTAND THAT THIS IS A RELEASE OF ANY AND ALL CLAIMS. I UNDERSTAND THAT THIS IS THE ENTIRE AGREEMENT BETWEEN ME AND BEACHSPORTS CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT AND THAT NO REPRESENTATIONS HAVE BEEN MADE TO ME BY BEACHSPORTS OUTSIDE THIS AGREEMENT. I VOLUNTARLY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF ALL THE PROVISIONS IN THIS AGREEMENT AND MY AGREEMENT TO BE BOUND BY THEM.**

The undersigned parent or guardian of Participant hereby covenants, warrants, represents and agrees that he or she is executing this Agreement on behalf of, and as an agent for, any other individual who may be a parent or guardian of Participant, and that by executing this Agreement, the undersigned is binding himself/herself, Participant, and any other parent or guardian of Participant and all of their heirs, executors, personal representatives, assigns and estates to this Release.

**Print full name of Parent/Guardian**

**Name of Parent/Guardian:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_