

**ELI HOWARD SURF SCHOOL  
RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT  
(bring this form to the beach)**

This is a release. Read it carefully before signing. This release essentially states that I know I am taking a surfing lesson and will be entering the water at the beach. As a result of the inherent risks in this activity, I know I may die, get hurt, or damage my belongings. If any of these occur, I understand that I cannot make a claim, sue, or expect ELI HOWARD SURF SCHOOL, its owners, officers, agents, employees, associates, the State of California, it's Department of Parks and Recreation, the City of Encinitas (hereinafter referred to collectively as ELI HOWARD SURF SCHOOL) to be legally responsible or pay for any damages.

**ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS:** I, the undersigned, hereby acknowledge that I have voluntarily chosen to take this surfing lesson with ELI HOWARD SURF SCHOOL. Certain risks are inherent in any recreational activity and cannot be eliminated, altered, or controlled, and these risks that contribute to the unique character of the activity can also be the cause of injury, illness, death, and damages. I know and fully understand that surfing is an outdoor activity in an uncontrolled natural environment with inherent risks and hazards where serious accidents can occur, participants can die, sustain injuries and property damage.

**I acknowledge and willingly assume all risks and hazards in surfing and beach-related activities** from the rendezvous until the conclusion of the class or lesson, including, but not limited to, **(1)** loss of control of the surfboard, falls from the surfboard, collision with other participants, equipment, other surfboards, rocks, and any other man-made or natural obstacles, whether obvious or not; **(2)** judgment, decision-making and conduct of the instructors, excepting acts of wanton or gross negligence; **(3)** submersion in water, drowning; **(4)** encounters with animals, marine life and insects; **(5)** exposure to outdoor ocean environment, extreme temperatures, sun, and inclement weather, including, travel by foot or vehicle in any way related to this activity; **(6)** assistance in lifting and/or carrying surfing equipment; **(7)** rescue-related injuries; and **(8)** unavailability of immediate and appropriate medical attention in case of injury. I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, anticipated or unanticipated, may also exist and result in injury, illness, disease, death or damage. **My participation in this activity is purely voluntary and I elect to do so at my own risk.**

**RELEASE:** In consideration for ELI HOWARD SURF SCHOOL allowing me to participate in this class or lesson, I voluntarily agree to release, discharge, and hold harmless ELI HOWARD SURF SCHOOL for any and all claims of liability arising out of their negligence, fault, recklessness, or any other act or omission which causes the undersigned illness, injury, disease, death, and damages of any nature in any way connected with my participation in this surfing activity. I also expressly agree to release and discharge ELI HOWARD SURF SCHOOL from any act or omission, excluding acts of wanton or gross negligence, in rendering or failing to render any type of rescue, emergency or medical services. ***In signing this document, I fully recognize and understand that if I (or any minor on whose behalf I am signing this release) am hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against ELI HOWARD SURF SCHOOL, even if they negligently or by some other act or omission, excluding acts of wanton or gross negligence, cause the injury or damage.***

I further agree, to hold harmless, defend, and indemnify ELI HOWARD SURF SCHOOL from all defense costs, including attorney's fees incurred in connection with claims for bodily injury, wrongful death, or property damage which I sustain, or which is, sustained by any minor under 18 years of age on whose behalf I am signing, or which I, or the minor on whose behalf I am signing, may have caused to spectators or other third parties, whether negligent or not, in the course of my participation in this activity.

As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agree that said minor may participate in this surfing lesson or class, and I sign this release on their behalf and on the behalf of the minor's parents and/or legal guardians. In addition, I give ELI HOWARD SURF SCHOOL permission to treat said minor in case of illness, injury, emergency, or accident. Should emergency medical services become necessary, for the undersigned participant or minor, the expenses are the sole responsibility of the participant and not that of ELI HOWARD SURF SCHOOL. **Personal medical insurance is strongly advised for all participants.**

ELI HOWARD SURF SCHOOL reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of ELI HOWARD SURF SCHOOL while participating in this class or lesson. I also certify that I and any minor on whose behalf I am signing, are physically and mentally capable of participating in these activities. I hereby represent that I have informed ELI HOWARD SURF SCHOOL of any pertinent medical conditions that may affect my or the minor's participation in these surfing activities. I hereby agree that ELI HOWARD SURF SCHOOL may use film or photographic records of this surfing class or lesson for its promotional and/or commercial purposes without compensation to me.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which ELI HOWARD SURF SCHOOL or its agents is a party shall be San Diego County.

***I HAVE READ THIS DOCUMENT IN ITS ENTIRETY. I UNDERSTAND THAT I AM ASSUMING ALL THE RISKS INHERENT IN THIS SURFING ACTIVITY. I UNDERSTAND THAT IT IS A RELEASE OF ANY AND ALL CLAIMS. I UNDERSTAND THAT THIS IS THE ENTIRE AGREEMENT BETWEEN THE UNDERSIGNED AND ELI HOWARD SURF SCHOOL, THEIR OWNERS, OFFICERS, AGENTS, AND EMPLOYEES, AND THAT IT CANNOT BE MODIFIED OR CHANGED IN ANY WAY BY THE REPRESENTATIONS OR STATEMENTS BY ELI HOWARD SURF SCHOOL OR BY THE UNDERSIGNED. 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.***

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|---|---|---------------|
| Name of participant   | Day Phone   | Evening Phone |
| Address   | City, State, Zip  |               |
| Email Address   | <input type="checkbox"/> Check here if you DO NOT wish to receive an occasional email about our trips |               |
| Are you over 18 years of age? <input type="checkbox"/> Yes<br><input type="checkbox"/> No - Accompanying adult must sign and date here: | Class Date  |               |
| Signature (If participant is under 18 parent or legal guardian must sign here)*   |   |               |

\*Minors not accompanied by their parent must bring this form signed by their parent or legal guardian. Adult accompanying the minor must also sign this release as a verification of the parent/guardian signature. Please bring this form to the beach.