

PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.

Please print participant's name

Please read and be certain you understand the implications of signing. We reserve the right to refuse the entry of, or participation by anyone.

I, _____ (Participant or Parent, Guardian, Temporary Guardian with legal responsibility for participant) do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the **Christian Surfing Federation**, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Furthermore, I agree that I will inspect the surfing area to insure myself that the area is safe for surfing and/or bodyboarding, and further that I will not surf and/or bodyboard in this activity unless I am satisfied that the area and conditions are safe. I attest that I am physically fit and have sufficiently trained to participate in this activity. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disabilities and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other persons, and other natural and man made hazards.
5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
6. Exposure to the elements and temperature extremes may result if frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
7. Dangers associated with exposure to natural elements include by are not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
10. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles and cyclists.

*** I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for being permitted to participate in the above described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that.

1. I hereby release and hold harmless with respect to any and all INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the Christian Surfing Federation, the Freedom Surf Series, and/or John Lindsley hereinafter collectively referred to as the CSF.
2. To release the CSF, their officers, directors, employees, representatives, agents, sponsors, volunteers, owners, participants, and all other persons or entities acting in their capacity on their behalf from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the CSF or otherwise. By

executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death or loss or damage to person or property that may occur as a result of my engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the CSF, other than what is set forth in this Agreement. Furthermore, I acknowledge that CSF employees have difficult jobs to perform. They seek safety but are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
4. I expressly agree to accept and assume all the risks existing in this activity. My participation in this activity is voluntary, and I elect to participate in spite of the risks.
5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the CSF from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of CSF's equipment or facilities, including any such claims which allege negligent acts or omissions of CSF.
6. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable. **I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

S/ _____
Signature of Adult Participant **Name of Adult Participant (please print)** **Date**

FOR PARTICIPANTS OF MINORITY AGE:

This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for _____ (print minor's name), do consent and agree not only to his/her release of all the CSF, but also to release and indemnify the CSF from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin. Furthermore, I do hereby authorize adult workers with the CSF to consent to any examination, x-ray, anesthetic medical or surgical diagnosis or treatment and hospital care which is rendered under supervision of any physician or surgeon licensed under the provisions of the Medical Practice Act on the medical staff of a licensed hospital, whether such diagnosis or treatment is rendered at the office of said physician or at said hospital. Further, as parent or legal guardian of the minor stated above, I do hereby expressly consent that my son/daughter may receive emergency medical treatment from any physician, hospital, or other medical center without the necessity of first notifying me, and do further agree to hold blameless any physician, hospital, or other medical center for rendering such services.

S/ _____
Signature of Parent or adult legal Guardian if Participant is a Minor, and by _____
their signature, they on my behalf release all claims that both they and I have. **Name of Parent or adult legal Guardian (Please Print)**

Name of Minor (Please Print) **Date**