



**ASSUMPTION OF RISK, RELEASE OF LIABILITY
AND MEDICAL CONSENT**

Participant's Name Participant's Address Age

The undersigned Participant, or the Participant's undersigning parent or guardian if Participant is a minor, desires that Participant participate in the Surf 4 Kidz surfing event on _____, 2010 (the "Event") and hereby releases Surf 4 Kidz, The Sitting Tree, and their owners, officers, directors, members, employees, agents, representatives, volunteers, insurers, attorneys and administrators (collectively, the "Releasees") and agrees as follows:

HEALTH AND SAFETY. I have been advised to consult with a medical doctor with regard to Participant's personal medical needs, and there are no health-related reasons or problems that preclude or restrict Participant's participation in this Event.

In the case of a medical emergency occurring during Participant's participation in the Event, I authorize in advance a representative of the Releasees to secure whatever treatment is reasonable or necessary. Releasees may (but are not obligated to) take any actions they consider to be warranted under the circumstances regarding Participant's health and safety. Such actions do not create a special relationship between Releasees and me or Participant. I release the Releasees from all liability for any bodily injury or damage Participant sustains as a result of any medical care that Participant may receive resulting from Participant's participation in the Event, as well as any medical treatment decision or recommendation made by an employee or agent of the Releasees. I agree to pay all expenses relating thereto and release Releasees from any liability for any actions.

ASSUMPTION OF THE RISK. I acknowledge that surfing (including, but not limited to, swimming, paddling, boogie boarding, catching waves) and other water sports are dangerous activities. Certain risks cannot be eliminated from surfing without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be the causes of property damage, serious bodily injury, illness, or in extreme cases, permanent trauma or death. I and Participant assume all risks associated with surfing, swimming, other water sports, and other related activities at the Event, and the use of any equipment provided at the Event, including the active or passive negligence of Releasees.

RELEASE OF LIABILITY. Knowing the risks described above and in consideration of Participant's being permitted to participate in the Event, and to use any equipment (including but not limited to surf boards, boogie boards, life vests) at the Event, I, for myself and Participant, my spouse, children, and our legal representatives, heirs, beneficiaries, executors, administrators and assigns (collectively, "Participant's Related Parties"), voluntarily assume all risks known and unknown concerning Participant's participation in the Event, and release and discharge Releasees from and waive any and all claims, demands, damages, costs, attorneys' fees, rights, suits, and/or cause or causes of action, heretofore or hereafter arising between I and/or Participant and/or Participant's Related Parties and Releasees (collectively, "Claims"), of whatever kind, in law and equity, for any personal injury, death, or property damage arising out of, caused by, or resulting from any accident, incident or occurrence related to or arising out of Participant's participation in surfing, swimming, other water sports, or related activities, and/or the use of equipment, at the Event, whether or not caused in whole or in part by the active or passive negligence of Releasees, to the fullest extent allowed by law. This Release includes any and all claims, demands, actions, suits or rights, of whatever kind or nature, for bodily injury, personal injury or death on account of first aid or medical treatment provided to Participant, or the failure to provide first aid or medical treatment to Participant. This Release also includes any and all allegations of negligent hiring or supervision on the part of the Releasees.

As to the matters released herein, and in addition thereto, I on behalf of myself, Participant and Participant's Related Parties, specifically waive the benefits and provisions of Section 1542 of the Civil Code of the State of California, and of any comparable provision of law, whether by statute or decision. California Civil Code Section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

SURF 4 KIDZ

HOLD HARMLESS. I will indemnify, defend, and hold harmless Releasees from any and every Claim, damage, lien, action or suit, of whatever kind, in law and equity, for any personal injury, death, or property damage arising out of, caused by, or resulting from any accident, incident or occurrence related to or arising out of Participant's participation in surfing, swimming, other water sports, or related activities, and/or the use of equipment, at the Event, whether or not caused in whole or in part by the active or passive negligence of Releasees, to the fullest extent allowed by law.

MEDIA. I hereby grant Releasees the right to use and/or publish any and all photographs or video footage taken of Participant, together with Participant's name and age, for any and all uses whatsoever, including without limitation, publicity, promotion, illustration, art, editorial, advertising, and trade.

OTHER TERMS. This Assumption of Risk, Release of Liability and Medical Consent contains the entire agreement between Participant and Releasees, and continues in full force and effect unless revoked in writing. The terms of the Assumption of Risk, Release of Liability and Medical Consent are contractual and not mere recitals. The undersigned acknowledges that he/she has carefully read this document, understands its contents, and understands that this document includes an assumption of risk of the Releasees' active and passive negligence and a release of their liability. The undersigned further expressly agrees that the foregoing Assumption of Risk, Release of Liability and Medical Consent is intended to be as broad and inclusive as is permitted by law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The prevailing party in any litigation, arbitration or other dispute resolution proceeding between the undersigned and the Releasees concerning this Assumption of Risk, Release of Liability and Medical Consent, shall be entitled, in addition to such other relief as may be granted, to its costs in such proceeding, including a reasonable sum for its attorneys' fees.

ACKNOWLEDGEMENT OF UNDERSTANDING. I have read this Assumption of Risk, Release of Liability and Medical Consent, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. If I am signing this agreement as a parent or guardian of Participant, I represent and warrant to Releasees that I have the full authority to sign this agreement as Participant's parent or guardian, and agree to indemnify, defend, and hold harmless Releasees in any Claims arising out of or related to the inaccuracy of this representation and warranty.

Signature of Parent/Guardian of Minor Participant
or Adult Participant

Date

Name of Parent/Guardian: _____

Emergency Contact Telephone Number of Parent Guardian: _____

Additional Emergency Contact Name and Telephone Number: _____