

2022- RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT WITH ADULT AND/ OR AN ADULT ON BEHALF OF MINOR AT OHANA SURF SCHOOL.

NOTICE TO THE PARTICIPANT OR MINOR CHILD'S NATURAL GUARDIAN-READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO ENGAGE OR LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF OHANA SURF SCHOOL USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOU/ YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR/ YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM OHANA SURF SCHOOL IN A LAWSUIT FOR ANY ILLNESS OR PERSONAL INJURY, INCLUDING DEATH TO YOU/ YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND OHANA SURF SCHOOL HAS THE RIGHT TO REFUSE TO LET YOU/ YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Where OHANA SURF SCHOOL is mentioned on this document, it is to be understood that this is a fictitious name under the entity of Ashley Nolan LLC, and will be held with equal indemnification in all forms as and where OHANA SURF SCHOOL is mentioned.

I, for myself, my heirs and personal representatives, hereby assume all liabilities, risks, injuries and hazards to myself or my child/children, incidental to, or as a result of, participation in surf lessons or surf camp, including transportation or travel TO AND FROM the said activity. I freely acknowledge the fact that this/these program(s) may have, and/or do involve, physical contact or other conditions or factual circumstances where physical or other injuries may occur, and that transportation to and from said event could involve the potential for an automobile, or other, accident. As a legal adult, guardian and/or natural parent of the above referenced minor(s), I do hereby waive, release and agree to indemnify and hold harmless OHANA SURF SCHOOL, their officers, agents, employees, the organizers, sponsors, activity supervisors, co-sponsoring organizations and participants for any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind arising out of a loss or an injury, including losses or injuries arising from the negligence of OHANA SURF SCHOOL, their agents or employees and sponsors or activity supervisors, arising from my and/ or my child/children's participation in the said activity. I, as legal adult and/or guardian and/or natural parent of the above referenced minor(s), assume all risk of injury, liability, and loss arising from my, or my child/children's participation or presence at said activity. I acknowledge that OHANA SURF SCHOOL will not assume any costs relating to any injury while myself and/or my child/children are involved in this activity, or from transportation to or from this activity.

By signing this agreement I am representing that I understand, comprehend, and appreciate that surfing is inherently a potentially dangerous sport, that the ocean, even in shallow portions or on seemingly calm days, is powerful and potentially dangerous because of, among other things, currents, rip currents, tides, waves, rocks, trash, sea creatures, other swimmers, all of which, when placed in the ocean environment may be acted upon by the forces of the ocean, wind, and other people. **By signing this agreement I am representing that I, and/or my child is a competent swimmer, is able to tread water for at least two minutes, and is able to swim unassisted for at least 50 yards.**

This Waiver, Release and Hold Harmless/Indemnification Agreement is in consideration of OHANA SURF SCHOOL permitting myself and/or my child/children's participation in the activity or program at issue and in further consideration of OHANA SURF SCHOOL not requiring self-funded liability insurance coverage on my part as a condition precedent to my / my child/children's participation in the activity. I, as a legal adult and/or guardian and/or natural parent of the aforesaid child/children, freely and voluntarily assume all risk of loss or

injury arising from my and/or my child/children's participation in the activity whether due to my negligence, my child/children's negligence, or the negligence or intentional acts of others. I acknowledge that, absent this Release and indemnification, OHANA SURF SCHOOL, or other sponsors of the activity would not have offered me, or my child/children, the access to the activity because of unacceptable exposure to civil liability claims and/or lawsuits, or the expense of providing a program that is risk-free.

I have read and understood this document and sign it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which I, or my child/children, might otherwise be entitled if myself and/or my child/children are hurt, become ill, or suffer loss during my/his/her/their participation in that activity.

YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT. YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT. (signature required on following page)

COVID-19 PUBLIC HEALTH ACKNOWLEDGEMENT, DISCLOSURE, AND RELEASE OF LIABILITY

I understand that the COVID-19 Public Health Emergency is currently on-going. I understand that COVID-19 is an extremely contagious disease that can lead to severe illness and death and that no list of restrictions, guidelines or practices will remove 100% of the risk of exposure to COVID-19 as the virus can be transmitted by persons who are asymptomatic and before some people show signs of infection.

I understand that there is an inherent risk of exposure to COVID-19 in any public place where people are present; that OHANA SURF SCHOOL is a place where multiple children and others are present, at times within a confined space; and that staff at the OHANA SURF SCHOOL cannot ensure patrons will socially distance as recommended by the CDC.

I understand that the nature of the OHANA SURF SCHOOL involves surfaces being touched and shared by multiple children and adults and that I or my child(ren)/dependent(s) may have contact with a surface touched by other patrons before the staff at the OHANA SURF SCHOOL can disinfect the surface.

I understand that by entering the OHANA SURF SCHOOL, I and my child(ren) and/or dependent(s) voluntarily assume the risk of contracting COVID-19.

I certify that I have read, understand, and agree with the above provisions. By signing below, I hereby agree that I and my children and /or dependents assume the risk of contracting COVID-19 by participating in OHANA SURF SCHOOL. Also, by signing below, I hereby agree to release the OHANA SURF SCHOOL from, and waive, any and all such claims, damages, demands, rights of action or causes of action resulting from or arising out of personal injury to myself or my child(ren)/ dependent(s), or due to the negligence of the OHANA SURF SCHOOL, relating to COVID-19. I agree that the above provisions and waivers apply to my dependents, if any, regardless if I am in attendance. I understand that this is a continuing waiver and that all the above provisions apply each time I or my dependents enter OHANA SURF SCHOOL from the date below for a period of one year. (signature required on following page)



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Cocoa Beach, FL 32931
[facebook/OhanaSurfLife](https://www.facebook.com/OhanaSurfLife)
www.SurfWithOhana.com
OhanaOceanic@gmail.com

**2022 SPRING BREAK
REGISTRATION / RELEASE FORM**

PARTICIPANT NAME(s) _____ **AGE(s)** _____

Camp Dates (circle): **March 12-14** **March 15-17**

Camp session (circle): **Surf & Art 9:00-2:30** **Surf 9:00-12:00**

T-SHIRT SIZE (circle): YS YM YL AS AM AL XL

Non Refundable \$50 Deposit paid via (circle): **Venmo (@OhanaSurf)** **or** **Paypal ((321)720-9142)**

One deposit per child- Child is not registered until the deposit is received.

PARENT/GUARDIAN NAME(S) _____

PHONE NUMBERS (C) _____ **(W)** _____

EMERGENCY CONTACT (name) _____ **Relation** _____

PHONE NUMBER _____

Parent or Legal Guardian Signature _____

(This signature confirms your understanding and agreement of all terms mentioned on pages 1 & 2 of the 2022 Release Waiver and Indemnification Form)

