



Richard Schmidt Surf School, Inc.  
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## RELEASE FORM SANTA CRUZ

**BOARD SURFING RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK** In consideration for the renting, purchasing or leasing of Board Surfing from Richard Schmidt Surf School, Inc. and/or the utilizing of the facilities, ground school, instruction, premises and equipment of KOA campground and beaches in the Monterey Bay area in engaging in the sport of Board Surfing, ground instruction and related activities, (hereinafter collectively called "Board Surfing"), I hereby understand and agree to this Release of Liability, Waiver of Legal Rights and Assumption of Risk and to the terms hereof as follows:

1. I acknowledge that Board Surfing is an action sport and recreational activity involving travel in three dimensions and such activity is subject to mishap and even injury to participants. I understand I may suffer a broken limb, paralysis or fatal injury while participating in the sport of Board Surfing. (Initial here: \_\_\_\_ )
2. I further acknowledge that there are no warranties applicable to the purchase, rental or lease of Board Surfing equipment by me and that all warranties whether expressed or implied are excluded. **THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID BOARD SURFING EQUIPMENT IS FIT FOR ANY PURPOSE**, and that I am accepting the said Board Surfing equipment as is and I hereby acknowledge that I will personally examine the said equipment prior to my using of the same. (Initial here: \_\_\_\_ )
3. I hereby **RELEASE AND DISCHARGE** Richard Schmidt Surf School, Inc. in the State of California, the City of Santa Cruz, and their officer, directors, elected officials, agents activities (hereinafter collectively referred to as "Released Parties"), arising out of my participation in Board Surfing activities, including, but not limited to, losses **CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES**. (Initial here: \_\_\_\_ )
4. I understand and acknowledge that Board Surfing activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I **EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN BOARD SURFING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES**. (Initial here: \_\_\_\_ )
5. I further agree that I **WILL NOT SUE OR MAKE A CLAIM** against the Released Parties for damages or other losses sustained as a result of my participation in Board Surfing activities. (Initial here: \_\_\_\_ )
6. I also agree to **INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS** from all claims, judgments and costs, including attorneys' fees, incurred in connection with any action brought as a result of my participation in Board Surfing activities. (Initial here: \_\_\_\_ )
7. I will take full responsibility for, and hold harmless Released Parties for any injury that I may suffer or inflict upon others or their property as a result of my engaging in Board Surfing activities. (Initial here: \_\_\_\_ )
8. I agree that I will operate the said Board Surfing equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual. (Initial here: \_\_\_\_ )
9. I have read and understood the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgement of the assumption of liability by me of all risks arising out of my engaging in Board Surfing activities. (Initial here: \_\_\_\_ )
10. I further represent that this Release of Liability, Waiver of Legal Rights and Assumption of Risk shall continue in full force and effect for so long as I engage in Board Surfing activities which are in any way connected to or with the Released Parties. (Initial here: \_\_\_\_ )
11. I further represent that I am at least 18 years of age, or that as the parent or (adult) legal guardian, I waive and release any and all legal rights that may accrue to me, to my minor child or to the minor child for whom I am (adult) legal guardian, as the result of any injury that my minor child, the minor child for whom I am (adult) legal guardian or I may suffer while engaging in Board Surfing activities. (Initial here: \_\_\_\_ )
12. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risks is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in Board Surfing activities including any claims by the negligence of the Released Parties by any of the undersigned. (Initial here: \_\_\_\_ )