

**WAIVER, GENERAL RELEASE AND INDEMNITY AGREEMENT**

PARTICIPANT / PARENT / GUARDIAN

Program / Activity: **Hang Loose Surf School / Billabong / Congo Surf Camp 2011**

Name of participant: \_\_\_\_\_

This Waiver and General Release is for the above mentioned participant with regards to any activity or activities sponsored by **Hangloose Surf School, Inc.**, wherever those activities may take place.

In consideration of being given the opportunity to participate in these Activities, I, for myself or my child, my personal representative, assigns, heirs and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of the activities I am participating in (or that my child is participating in) including the use or operation of any equipment that is necessary to participate in the Activity; and that I / child are qualified to use said equipment. Furthermore, I (or my child) am in good health, and in proper physical condition to participate in all such activities.

2. FULLY UNDERSTAND that:

- (a) My participation in any or all these Activities involves risk and dangers of serious bodily harm or injury, including permanent disability, paralysis and death ("Risks");
- (b) These Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others, including those participating in the Activities, the condition in which the Activities takes place, or the negligence of the "Releasees" named in paragraph 4 below;
- (c) There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and
- (d) I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my or my child's participation in any or all Activities.

3. AGREE AND WARRANT that I will examine and inspect each aspect of the Activities in which I take part and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will not take part in the Activity until the condition has been corrected to my satisfaction.

4. I HEREBY RELEASE, discharge, and covenant not to sue **Hangloose Surf School, Inc.**, its directors, agents, officers, sponsors, co-sponsors, affiliates, volunteers and employees, as well as other participating parties to the Activities, and if applicable, owners and lessors of premises, on which the Activities take place, (all of the foregoing considered the "Releasees" herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations. In consideration of your accepting me ( the adult participant ) or my child ( the child participant / minor ) for participation in the above program, Activity, or sport, I hereby, for myself, my heirs, executors, and administrators, acknowledge that there are inherent risks associated with any activities such as travel by car, bus or airplane, swimming, surfing, skateboarding, playing or the like, accidents or illness in remote places without immediate access to medical facilities , force of nature, including sun, wind, and rain. I understand that the description of these activities is not complete and other unknown or unanticipated inherent risks may result in injury or death.

For the consideration stated above, I further agree that in the event that I ( the adult participant ) or my child ( the child participant / minor ) should make any claims against the Releasees for damages arising out of the above named program, activity, or sport, I will personally **INDEMNIFY, DEFEND AND HOLD HARMLESS Hangloose Surf School, Inc.** and officers/directors, agents, employees, representatives, sponsors, co-sponsors, affiliates, successors, and assigns against any and all loss and damage occasioned hereby, including attorney's fees.

I have read and understand this agreement and have willingly placed my signature below as evidence of my acceptance of all the conditions contained herein.

**Signature:**

Parent \_\_\_\_\_ Date \_\_\_\_\_

CAMPER NAME \_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_

CAMP DATES \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_