



Student Waiver, Release, Hold Harmless/Indemnification

In applying to surf in WSA's Scholastic Surf Series (SSS) surfing program and in exchange for the SSS's acceptance of my membership form, I voluntarily agree to assume all risks incident to the sport of surfing and related activities in connection with the contests and surf team/club activities. I fully understand and comprehend the dangers of surfing. With full knowledge, comprehension and understanding of these dangers, I voluntarily accept and assume all risks involved in the activities in connection with contests and all surf team/club activities. I intend to be legally bound, hereby, for myself, my heirs, executors and administrators, hold harmless and release and forever discharge the Surf Club/Team, Scholastic Surf Series, Western Surfing Association, Surfing America, the State of California, State Beaches, Counties of San Diego, Orange, Los Angeles, Ventura, Santa Barbara, the Cities of Encinitas, Oceanside, San Clemente, Santa Monica and any other city where the above described events take place, the Oceanside Small Craft Harbor District, the Regents of the University of California, its officers, employees and agents, the city of San Clemente Redevelopment Agency, the participating schools and school districts, and any agent or official connected with the Surf Club/Team, and all sponsors and sponsoring agencies and their members, agents employees, volunteers and any officials connected with this competition, from all liabilities for injuries and damages whatsoever, arising from my presence or participation in the above described event(s) and do hereby grant the sponsors such release as described herein.

I agree to indemnify, hold harmless and reimburse for future losses and Releasees and each of them, against any such claim that I or anyone or more of my or their executors, administrators, heirs, next of kin, successors, or assigns may assert, and against any costs, including attorneys' fees, with respect thereto. Such indemnification shall extend to any claim that might be asserted by others against me that also names the releasees.

The Release has been executed voluntarily and knowingly by me with the express intention of affecting the legal consequences provided by section 1541 of the California Civil Code. I intend to relinquish all claims against the releasees, whether or not known and expressly waive any and all right and benefits conferred upon me by the provisions of Section 1542 of the California Civil Code, which reads:

'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.'

This Release shall be governed by and constructed in accordance with the laws of the State of California.

Surf Team: _____

Participant's Name: _____

Signature: _____ Date _____

TO THE PARENTS OR LEGAL GUARDIANS OF PARTICIPANTS UNDER 18 YEARS OF AGE: I HEREBY CERTIFY THAT I AM THE PARENT, OR LEGAL GUARDIAN OF THE PARTICIPANT NAMED ABOVE, AND DO HEREBY GIVE MY CONSENT WITHOUT RESERVATION TO THE FOREGOING AND AGREE TO HOLD THE AFOREMENTIONED HARMLESS FROM ANY LIABILITY.

Parent/Guardian Name: _____ Relationship: _____

Signature: _____ Date: _____ rev. 11/10/10