

# Northern Light Surf Shop

## Wavier & Release of Liability Agreement

### Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

Please read this agreement carefully! By agreeing to this Release Agreement you will waive certain legal rights, including the right to sue.

Assumption of Risk: I am aware that surfing, standup paddle boarding, and kayaking are activities that involve the risk of injury or even death. I am aware that there is a risk of negligence by Northern Light LLC or it's agents or assigns, including the failure by Northern Light LLC or it's agents or assigns to safeguard or protect me from or warn me of the risks, dangers and hazards of surfing, standup paddle boarding and kayaking. I freely accept and fully assume all risks, dangers and hazards associated with participating in a Northern Light LLC surfing instruction class, rental or event and the possibility of loss, personal injury or death resulting therefrom.

**In consideration of participating in a Northern Light LLC surfing class, surfboard, wetsuit or other surf related rental gear or event, I hereby agree as follows:**

1. To waive any and all claims that I have or may in the future have against Northern Light LLC and to release Northern Light LLC from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next-of-kin may suffer as a result of my participation in a Northern Light LLC surfing instruction class, rental or event due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care, on the part of Northern Light LLC, and further including the failure on the part of Northern Light LLC to safeguard or protect me from or warn me of the risks, dangers and hazards of participating in a Northern Light LLC surfing instruction class, rental or event;
2. To hold harmless and indemnify Northern Light LLC from any and all liability for any property damage or personal injury to any third party resulting from my participation in a Northern Light LLC surfing instruction class, rental or event;
3. This Release Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the State of California and no other jurisdiction;
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the State of California;
6. When engaging in the rental or use of Northern Light Surf Shop Rentals equipment I agree to accept all responsibility to maintain the condition and whereabouts of all the equipment rented for the entire rental period and to pay all repair and/or replacement costs for any damage or theft that may occur to equipment during the rental period. Should I damage a surfboard, I agree to pay a surfboard damage fee of \$40./inch (maximum limit of liability for surfboard damage is \$600.); and
7. If the participant is a minor, the parent or legal guardian warrants and represents that this Release Agreement, it's significance and the assumption of risk, has been explained to and understood by the minor child or ward. I hereby declare, under penalty or perjury, that I am the parent or legal guardian of the named participant.

**I HAVE READ THIS DOCUMENT IN ITS ENTIRETY. I UNDERSTAND THAT I OR ON BEHALF OF MY MINOR CHILD AM ASSUMING ALL RISKS INHERENT WITH THIS SURFING, STANDUP PADDLE BOARD OR KAYAK ACTIVITY, AND THAT I OR MY MINOR CHILD MAY BE INJURED, BECOME ILL OR EVEN DIE AS A RESULT OF THIS ACTIVITY. I UNDERSTAND THAT THIS IS A RELEASE OF ANY AND ALL CLAIMS. I VOLUNTARLY SIGN MY NAME AS EVIDENCE OF MY EXCEPTANCE OF ALL THE PROVISIONS IN THIS RELEASE AND MY AGREEMENT TO BE BOUND BY THEM.**

Name of Participant: (Print) \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Signature of Guardian: (If applicable) \_\_\_\_\_

**Insurance Coverage on Surfboard Rental: \$5.00**

**YES**

**NO**