

Gypsy Life Surf Shop
*****READ CAREFULLY AND COMPLETELY BEFORE SIGNING*****
WATERSPORTS WAIVER
SPORT PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION
OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.
By signing below, you are confirming your agreement and understanding of what is stated
below.

Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with activities with **standup paddle boarding, kayaking and surfing**, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage.

Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for **broken bones**, severe injuries to the **head, neck, back** and/or **surfers' myelopathy, drowning**, or other **bodily injuries** that may result in permanent **disability or death**.
2. Possible **equipment failure** and/or malfunction or misuse of my own or others' equipment, which may result in injury, including those injuries described above.
3. I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, I understand that protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to: the wearer's **face, neck, or spinal cord** or from **surfers' myelopathy**.
4. Variation in terrain, wind, temperature and water conditions, including but not limited to waves, currents, shore break, tides, marine life, blowing sand, trees, rocks, other persons and their equipment, and other natural and man-made hazards.
5. My **own negligence** and/or the **negligence of others**, including but not limited to **operator error** and instructor/guide decision-making including misjudging ocean conditions, weather, equipment or obstacles.
6. Exposure of the elements and temperature extremes may result in **heat exhaustion , heat stroke, sunburn, hypothermia and dehydration**.
7. Dangers associated with exposure to natural elements included but not limited to tsunami, hurricane, inclement weather, thunder and lightning, severe and/or varied winds, temperature, sea conditions, and marine life.
8. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident. **Impact or collision** with our participants, athletes, spectators, employees, pedestrians, motor-vehicles, and cyclists.

***I understand the description of these risks is not complete and unknown or unanticipated risks many result in injury, illness, or death.**

Release of Liability, Wavier of Claims and Indemnity Agreement
In consideration for being permitted to participate in the above described activity(ies) and
related activities,

I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees. Gypsy Life Surf Shop I agree to release the releasees, their officers, directors, employees, representatives, agents, and volunteers from any and all liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
2. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
3. This agreement shall apply to any and all injury, disability, death, or loss or damage to the person or property occurring at any time after the execution of this agreement.
4. The use by me of any equipment (the Equipment) provided by Gypsy Life Surf Shop constitutes my acceptance of the Equipment, on a temporary lease basis As-Is condition, without any representation or warranty whatsoever. I will immediately pay for Gypsy Life Surf Shop any or all of the Equipment, I will immediately reimburse Gypsy Life Surf Shop for the full replacement cost of the unreturned Equipment and, if Gypsy Life Surf Shop has made any effort to search for or locate the unreturned Equipment, I will immediately pay Gypsy Life Surf Shop for that effort.
5. If any provision of this Agreement is determined to be unenforceable for any reason, all other provisions of this Agreement will remain in full force and effect. The provisions of this Agreement will survive any termination, cancellation, expiration or conclusion of the Activities. This Agreement incorporates the entire understanding and agreement between me and Gypsy Life Surf Shop, and any modification of this Agreement accordance with the laws of the State of Florida, and the venue for any litigation or other legal proceedings will be in Palm Beach County, Florida.
6. Gypsy Life Surf Shop may use any and all photographs, videos, slides, digital files, and any other images of me in any advertising, marketing, display, publication, website or any other media, or for any other purpose or use, obtained, created, produced or reproduced for, by or in connection with Gypsy Life Surf Shop or the Activities, and any and all such photographs, videos, slides, digital files and other images including, without limitation, any and all copyright and other rights, will belong to and remain the exclusive property of Gypsy Life Surf Shop.

The release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TEMRS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Legal Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin. If Participant is a Minor, and by their signature, they on my behalf, release all claims that both they and I have.

Adult Agreement

Participant's Name (First and Last):

Phone:

Participant's Date of Birth (MM/DD/YYYY):

Participant's Information

Do you know how to swim (Yes or No)?:

Have you ever surfed before?:

If yes, what is your ability level (Beginner, Intermediate, or Advanced?):

Do you have any known Medical Conditions or allergies?:

Are you currently taking any medications?:

Participant's Signature:

Participant's Address

Address Line 1:

Address Line 2:

Country:

City:

State/Province:

Zip/Postal:

Email Address:

How did you hear about Gypsy Life Surf Shop?:

Participant's Signature:

Minor Agreement

Minor's Name (First and Last):

Phone:

Participant's Date of Birth (MM/DD/YYYY):

Minor's Information

Do you know how to swim (Yes or No)?:

Have you ever surfed before?:

If yes, what is your ability level (Beginner, Intermediate, or Advanced?):

Do you have any known Medical Conditions or allergies?:

Are you currently taking any medications?:

Participant's Signature:

Minor's Address

Address Line 1:

Address Line 2:

Country:

City:

State/Province:

Zip/Postal:

Parent or Guardian's Email Address:

How did you hear about Gypsy Life Surf Shop?:

Parent or Guardian's Name (First and Last):

Parent or Guardian's Phone:

This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin. Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.

Parent or Guardian's Signature: