

WAIVER FOR MINORS MUST BE COMPLETED AND SIGNED

PARENTAL CONSENT RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK MANAGEMENT

FOR GOOD AND VALUABLE CONSIDERATION, _____ (contestant's name) has my permission to participate in the Smyrna Surfari, Inc. Surfing Contest on _____ and related activities, I, the below-named parent/guardian of the minor for myself and on the behalf of the minor:

1. Consent to the minor's participating in the said event or activity and agree that prior to the minor's participation in the event or activity the minor and I will inspect the facilities, equipment, and areas where the event or activity is being conducted and, if either of us believes any of them are unsafe, I will immediately advise the person supervising the event, facility, or area.

2. Acknowledge that the minor and I fully understand that the minor's participation may involve the risk of serious injury or death, including economic losses, which may result not only from the minor's own actions, in-actions, or negligence, but also from the actions, in-action or negligence of others, the condition of the facilities equipment, or areas where the event or activity is being conducted, the rules of play, or this type of event or activity.

3. Release, waive, discharge and relinquish Smyrna Surfari Club, Inc. and County of Volusia & City of New Smyrna Beach, FL, and their officers, employees, and agents from any liability, loss damage, claim, demand, or cause of action against them attributable to the minor's participation in the event or activity, whether same shall arise by their negligence or otherwise.

4. Assume any and all risks of personal injuries to the minor and authorize City of New Smyrna Beach, County of Volusia, FL or Smyrna Surfari Club, Inc., to contact or employs licensed physician to render any medical treatment that maybe deemed necessary for the minor or to take and admit the minor to any hospital. If such medical treatment or hospitalization is required, I agree to pay all medical and hospital bills relating thereto, permanent or partial disability, or death and damages to the minors on my property, caused by or arising from the minor's participation in the event or activity.

5. Covenant not to sue or present any claim for personal injury, property damage, or wrongful death for or on behalf of the minor against Smyma Surfari Club, Inc., County of Volusia, City of New Smyrna Beach, FL and the officers, employees, and agents attributable to the minor's participation tin the event or activity.

6. Agree that photographs, pictures, slides, movies or videos of the minor may be taken in connection with the minor's participation in the event or activity without compensation from Smyma Surfari Club, Inc. or County of Volusia or City of New Smyrna Beach, FL and consent to the use of photographs, pictures, slides, movies, or videos for any legal purpose.

7. Warrant that the minor is in good health and has no physical condition that would prevent the minor from participation in the event or activity.

8. Acknowledge that the County of Volusia, City of New Smyrna Beach, FL, and Smyma Surfari Club, Inc., are not joint sponsors, joint ventures, partners or otherwise jointly engaged in the above-named event or activity.

IMPORTANT: THIS DOCUMENT RELIEVES SMYRNA SURFARI CLUB, INC. AND COUNTY OF VOLUSIA, FL AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE. I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN VOLUNTARILY.

BOTH PARENTS MUST SIGN UNLESS ONLY ONE PARENT IS LIVING OR UNLESS ONLY ONE HAS LEGAL CUSTODY. LEGAL APPOINTED GUARDIANS MUST SIGN AND FURNISH A CERTIFIED COPY OF LETTERS OF GUARDIANSHIP.

Print Parent/Guardian Name
CELL PHON E #: _____

Parent/Guardian Signature
Relationship to Minor _____

Date

I HAVE READ THIS DOCUMENT SIGNED BY MY PARENTS OR GUARDIAN AND JOIN THE WAIVER, RELEASE, AND ASSUMPTION OF RISK. I AM AWARE OF THE RISKS INVOLVED IN MY PARTICIPATION OF THE EVENT OR ACTIVITY.

Print Minor Name

Minor Signature

Date

Date of Birth: _____

PARTICIPANT 18 AND OLDER

**RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF LIABILITY
AND ASSUMPTION OF RISK AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, including permission to participate in the Smyrna Surfari, Inc. Surfing Contest on _____ and related activities I, _____ (contestants's name) for myself, my successor, heirs, assigns, executors, and administrators:

1. Agree that prior to participating I will inspect the facilities, equipment, and areas to be used, and, if I believe any of them are unsafe, I will immediately advise the person supervising the event, activity, facility or area.

2. Acknowledge that I fully understand that my participation may involve the risk of serious injury or death, including economic losses, which may result not only from my own actions, in-actions, or negligence, but also from the actions, in-action or negligence of others, the condition of the facilities equipment, or areas where the event or activity is being conducted, the rules of play, or this type of event or activity.

3. Assume any and all risks of personal injuries to myself, including medical or hospital bills, permanent or partial disability, death and damage to my property, caused by or arising from my participation in the event or activity.

4. Covenant not to sue or present any claim for personal injury, property damage, or wrongful death against Smyrna Surfari Club, Inc., County of Volusia, City of New Smyrna Beach, FL, and the officers, employees, and agents attributable to my participation in the event or activity.

5. Release, waive, discharge and relinquish Smyrna Surfari Club, Inc. and County of Volusia, & City of New Smyrna Beach, FL, their officers, employees, and agents from any liability, loss, damage, claim, demand, or cause of action against them arising from or attributable to my participation in the event or activity, whether same shall arise by their negligence or otherwise;

6. Agree that photographs, pictures, slides, movies or videos of me may be taken in connection with my participation in the event or activity without compensation from Smyrna Surfari Club, Inc. or County of Volusia, or City of New Smyrna Beach, FL, and consent to the use of these photographs, pictures, slides, movies, or videos for any legal purpose.

7. Warrant that I am in good health and have no physical condition that would prevent me from participating in this event or activity.

8. Acknowledge that the County of Volusia, City of New Smyrna Beach, FL, and Smyrna Surfari Club, Inc., are not joint sponsors, joint ventures, partners or otherwise jointly engaged in the above-named event or activity.

IMPORTANT: THIS DOCUMENT RELIEVES SMYRNA SURFARI CLUB, INC. AND COUNTY OF VOLUSIA, CITY OF NEW SMYRNA BEACH, FL, AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE. I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN VOLUNTARILY.

Print Participant Name
CELL PHONE # _____

Participant Signature

Date