

HOLD HARMLESS FORM

[2022 WindanSea Surf Club Menehune-Junior Contest]

THIS MUST BE SIGNED AND TURNED IN BEFORE THE SURF CONTEST BEGINS OR THE COMPETITOR ENTERS THE WATER. PLEASE READ THIS BEFORE SIGNING. THIS RELEASE LIMITS YOUR RIGHTS TO RECOVER DAMAGES IN CASE OF AN ACCIDENT BEFORE, DURING OR AFTER THE CONTEST, ON THE BEACH, IN THE WATER, OR ANY OTHER ACTIVITIES ASSOCIATED WITH THIS CONTEST.

In consideration of being allowed to participate in any way in the surfing contest (“contest”), given by the WindanSea Surf Club, it’s members, board of directors, agents and volunteers (hereinafter collectively referred to the “Releasees”), or any beach or water related activities thereto, before, during and after the contest, or the consumption of food or beverages supplied at the contest, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from the activities involved in surfing is significant, including the potential for serious injuries, permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury and death does exist; and
2. The extremely high risks associated with surfing make this activity extremely hazardous, and include, but are not limited to, death, permanent disability, paralysis, brain injuries, major organ failure, and other serious trauma to the participant, and these risks are freely assumed by the undersigned; and
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for myself and my child’s participation; and
4. I have personally, or my parent or guardian has, inspected the conditions of the beach, ocean currents and tides, wave strength and height, and have determined the contest conditions to be safe for my own level of surfing ability and that I have properly trained and am in physical condition for such contest in such conditions as exist at the time of my heat;
5. I willing agree to comply with stated and customary rules, terms and conditions for participation in this contest. If, however I observe any unusual significant hazard during my presence or participation, I will remove promptly myself and/or my child from participation and bring such to the attention of the Releasees immediately; and
6. I, for myself and on behalf of my heirs, assigns personal representatives and next of kin, HEREBY RELEASE the WindanSea Surf Club, it’s members, family of members, officers, board of directors, vendors, agents, and/or employees, other participants, and if applicable, owners and lessors of the equipment used in the contest (“RELEASEES”) WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to property WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
7. I am aware that this La Jolla Shores, California location can be an extremely dangerous beach break with strong currents, rip tides, submerged and beach obstacles, high surf, sharks, sting rays, Scripps Pier pilings, other contest and non-competitor surfers, swimmers and body boarders, and that I am (my child is) an experienced surfer physically capable of handling such extreme ocean conditions.
8. I have further read the portion of the contest application releasing liability and make that a part of this Agreement by this reference and incorporation all it’s provisions, terms and conditions herein.

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

Participant’s Signature

Print Name

PARTICIPANTS UNDER THE AGE OF 18 ARE REQUIRED TO HAVE PARENT SIGN:

This is to verify that I, as parent/guardian with legal responsibility for this participant, have fully read this Hold Harmless Form and hereby consent and agree to his/her release as provided above for all Releasees, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child’s involvement or participation in the events as provided above, even if arising from their negligence.

Signature of Parent or Guardian

Print name, relationship to Participant