

RELEASE OF LIABILITY, WAIVER, AND ASSUMPTION OF RISK AGREEMENT

CAUTION: DO NOT SIGN THIS DOCUMENT WITHOUT READING IT IN ITS ENTIRETY AND CAREFULLY. BY SIGNING THIS DOCUMENT, YOU GIVE UP IMPORTANT LEGAL RIGHTS! SURFING IS AN ATHLETIC ACTIVITY, THE PARTICIPATION IN WHICH INVOLVES VARIOUS RISKS. PLEASE READ AND UNDERSTAND THIS DOCUMENT.

The individual named below (referred to as “**Student**” or “**I**” or “**me**”) desires to participate in a surfing lesson provided by Avalon Surf Camp LLC (“**Avalon Surf**”). In consideration of being permitted by Avalon Surf to engage in the surfing lesson/the intangible value that I will gain by participating in the surfing lesson and in recognition of the reliance hereon, I agree to all the terms and conditions set forth in this agreement (this “**Release**”).

- 1) **Student Knows How To Swim And To Maintain Buoyancy In Open Water, And Is In Good Health:** The Student’s swimming skills are above those of a novice and can maintain his/her head above water when their feet do not make contact with the bottom for extended periods of time. Likewise, the Student is in good physical and mental health, not under the influence of any drugs, alcohol, or other substances which may impair swimming skills or the ability to take and follow instructions. I am not experiencing symptoms of the novel coronavirus, COVID-19 (such as cough, shortness of breath, or fever), do not have a confirmed or suspected case of COVID-19, and have not come in contact in the last 14 days with a person who has been confirmed or suspected of having the COVID-19. The Student is not pregnant nor suffering from any spinal or skeletal defect, hearing, vision or balance impairment or other physical impairment. I understand that the foregoing representations as to the Student’s physical condition are being relied upon by Avalon Surf. I hereby agree the Student shall follow all rules, regulations, and instructions of Avalon Surf while participating in this lesson, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the surf lesson, or I begin experiencing symptoms of COVID-19, I will immediately discontinue further participation in the surf lesson.
- 2) **Acknowledgement That Surfing May Be Dangerous and I Accept And Assume Such Risk:** I acknowledge that I have voluntarily chosen to take surf lessons by Avalon Surf, or I have, as the minor’s parent or legal guardian, voluntarily consented to such minor taking of such lessons. I am aware that open water activities in general, and in surf specifically, are dangerous outdoor activities in an uncontrolled natural environment with inherent risks and hazards, where serious accidents can occur. I may damage my belongings, get hurt, get injured, become ill, drown, or even die. I voluntarily assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself, including, but not limited to those involving, (1) loss of control of the surfboard or other equipment, malfunction of the surfboard or other equipment, falls from the surfboard or other equipment, collision with other participants, equipment, other surfboards, rocks, and any other man made or natural obstacles, whether obvious or not; (2) judgment, decision making and conduct of the instructors; (3) submersion in water, drowning; (4) encounters with animals, marine life, plant life, rocks, sharks, stingrays and jellyfish and insects; (5) exposure to outdoor ocean environment, bacteria or microbes, extreme temperatures, sun, and inclement weather, including travel by foot or vehicle in any way related to this activity; (6) assistance in lifting and/or carrying surfing equipment; (7) rescue-related injuries; and (8) unavailability of immediate and appropriate medical attention in case of injury (collectively “**Claims**”).
- 3) **Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19:** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Avalon Surf has put in place preventative measures to reduce the spread of COVID-19; however, Avalon Surf cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the surf lessons could increase your risk and your child(ren)’s risk (if signing as the minor’s parent or legal guardian) of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the surf lessons and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind,

that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance or my participation in surf lessons with Avalon Surf ("**COVID Claims**").

- 4) **I Waive My Right To Sue the Surfing Instructor Team:** In consideration for Avalon Surf allowing me to participate in this class or lesson, I hereby expressly waive and release any and all claims against Avalon Surf, any surfing Instructor and any of Avalon Surf's owners, sponsors, advertisers, agents, employees, associates, representatives, (referred to collectively in this agreement as "**Surfing Instructor Team**") on account of injury, illness, disability, death, Claims, COVID Claims, or property damage arising out of or attributable to the surfing lessons, whether arising out of the ordinary negligence of the Surfing Instructor Team or otherwise. I covenant not to make or bring any such claim against the Surfing Instructor Team, and forever release and discharge the Surfing Instructor Team from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that New Jersey law does not permit to be released by agreement.
- 5) **Indemnity:** I further agree, to hold harmless, defend, and indemnify the Surfing Instructor Team against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney's fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to surfing lesson, including any claim related to Student's own negligence or the ordinary negligence of the Surfing Instructor Team.
- 6) **Other Terms:** I hereby consent to receive medical treatment which may be deemed necessary if I am injured or require medical attention during my participation in the surfing lesson. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Surfing Instructor Team from any claim whatsoever in connection with such treatment or other medical services. This Release constitutes the sole and entire agreement of the Surfing Instructor Team and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Surfing Instructor Team and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Cape May County, New Jersey and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE SURFING INSTRUCTOR TEAM.

NAME OF STUDENT: _____ AGE: _____

EMERGENCY CONTACT: _____ EMERGENCY CONTACT NUMBER: _____

Name of parent/guardian (in case of minor participant) _____ I have the legal right to consent and, by signing below, I hereby do consent to the terms and conditions of this Release.

Signature of Parent/Guardian _____ PHONE: _____