

*******SURFING AND/OR STANDUP PADDLEBOARDING
CAN BE A DANGEROUS SPORT*******

**SURF DIVA SURF SCHOOL AND ALL ITS ENTITIES & PROGRAMS PARTICIPATION
AGREEMENT AND GENERAL RELEASE OF CLAIMS**

SINCE SURFING AND/OR STANDUP PADDLEBOARDING (SUP) IS AN INHERENTLY DANGEROUS SPORT, WE REQUIRE ALL SURF DIVA SURF SCHOOL AND ALL ITS ENTITIES AND PROGRAMS RELATED TO SURF DIVA ("SDSS") PARTICIPANTS TO ASSUME ALL RISKS BY SIGNING THIS PARTICIPATION AGREEMENT AND GENERAL RELEASE ("AGREEMENT"). THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS, SO READ IT CAREFULLY BEFORE SIGNING IT.

I acknowledge that I have (or my child has) requested participation in SDSS. I understand that participation is dangerous. I hereby freely make the following contractual representations and agreements:

ASSUMPTION OF RISK. I am fully aware of the risks and hazards inherent in surfing, and in participating in SDSS. Such risks and hazards, include, but are not limited to, being hit by a surfboard/standup paddleboard, collision with other surfers or their boards; hitting the bottom of the ocean; exhaustion; dehydration; water pollution; sunburn; exposure to poisonous and/or carnivorous creatures; and accidental drowning. I further understand that there is the possibility of death or serious physical or mental trauma or injury (e.g. paralysis) associated with surfing/and/or SUP. I hereby voluntarily assume all risks of loss, damage, injury, or death that may be sustained by me (or my child) and any damage to any of my property or (my child's property) while I am (or my child is) a participant in SDSS.

FITNESS FOR PARTICIPATION. I certify that I have (or my child has) adequate insurance to cover any injury or damage I may (or my child may) cause or suffer while participating in SDSS, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I (or my child) may have, including, but not limited to: pregnancy, heart condition, back problems, loss of consciousness, and/or epilepsy.

RELEASE, WAIVER AND INDEMNITY AGREEMENT. In consideration of being permitted to participate in SDSS, I personally and for all of my personal representatives, agents, assigns, heirs, children, and next of kin:

1. Hereby voluntarily release, waive, relinquish, and discharge SDSS, and its owners, officers, directors, agents, representatives, employees, sponsors, volunteers, participants, and all other persons or entities acting in any capacity on their behalf (hereinafter referred to as "Releasees") as well as the City of San Diego in all its entities from any and all liability to me (or my child) for injury or loss to my (or my child's) person or property or my (or my child's) death, whether caused by the negligence of Releasees or otherwise, which arises out of or is related, directly or indirectly, to my (or my child's) participation or association with SDSS.

2. Hereby agree to indemnify and save and hold harmless the Releasees from any loss, liability, damage, or cost they incur, directly or indirectly, due to my (or my child's) presence at, or due to any of my (or my child's) actions or omissions related to or arising out of my (or my child's) participation or association with SDSS, and whether caused by the negligence of the Releasees or otherwise.

3. Hereby understand that American Trails West has no control whatsoever over surf areas, conditions, or equipment providers or with any entity which runs same, nor does it investigate or monitor any such facilities or entities. I agree to hold American Trails West (ATW-RTT, LLC) harmless from any problems including, without limitation, injury, death, illness and / or inconvenience which might arise from tour member's participation in the Surf Diva Surf School. American Trails West includes ATW-RTT LLC, its officers, employees, directors, shareholders and its subsidiaries and/or affiliated entities (collectively "American Trails West"). American Trails West is not responsible for any risks associated with surfing. Trip members and their parents and/or guardians agree to recognize, assume, and accept these risks as their own.

Parent/Guardian Signature: _____

I expressly agree that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by applicable law.

RESPONSIBILITIES AS A PARTICIPANT. I understand and agree that it is my (or my child's) sole responsibility to: 1) properly use surf equipment while a participant in SDSS; and 2) obey all rules and regulations of SDSS. I understand and agree that situations may arise during SDSS which may be beyond the immediate control of the Releasees, and that I (or my child) must, at all times, surf and behave in such a manner that does not endanger myself (or my child) or others.

PERMISSION TO USE IMAGE. I hereby grant the Releasees the right to use my (or my child's) photographic image, video image, and reproductions of such images for any marketing, promotion, or commercial purposes in their sole discretion as they see fit without any financial reimbursement to me (or my child).

ATTORNEYS' FEES: CONSENT TO JURISDICTION. The prevailing party in any proceeding brought to enforce the terms of this Agreement will be entitled to recover from the other party all damages, costs and expenses, including without limitation, attorneys' fees, incurred as a result of such action. Further, I voluntarily agree to subject myself (or my child) to the exclusive jurisdiction of the Superior Court of the County of San Diego, State of California, and no other jurisdiction, regardless of the location of my (or my child's) residence. This consent to jurisdiction is not valid unless I sign this Agreement.

ENTIRE AGREEMENT: GOVERNING LAW. This Agreement constitutes the full, complete, and exclusive agreement between SDSS and me with respect to the subject matters herein. This validity of this Agreement, and any of its terms and condition, as well as the rights and duties of the parties hereto, will be governed and construed under the laws of the State of California, without regard to conflict of laws rules.

SEVERABILITY: HEADINGS. In the event any provision of this Agreement is determined to be unlawful, such provision will be deemed to be severed from this Agreement and every other provision of this Agreement will remain in full force and effect. I understand that the headings set forth in this Agreement are for the convenience of the parties only and do not, and are not intended to, summarize the agreements and obligations set forth in the Agreement itself.

I have read this entire Agreement and am signing it freely and voluntarily prior to participation in SDSS. I understand that I am (and my child is) legally bound by the terms and provisions contained in this Agreement.

_____	_____
Name of participant	Participant's signature
_____	_____
Parent/Guardian name	Parent/Guardian signature
_____	_____
Address	City, State, Zip
_____	_____
Email address	Today's date
_____	_____
Date & time of lesson (to be filled in by SDSS)	