



OAHU SURF / SKIM SCHOOL

RELEASE OF LIABILITY, WAIVER, AND ASSUMPTION OF RISK AGREEMENT

The individual named below (referred to as “**Student**” or “**I**” or “**me**”) desires to participate in a surfing lesson provided by OAHU SURF AND SKIM SCHOOL LLC (“**Oahu Surf and Skim School**”). In consideration of being permitted by Oahu Surf and Skim School to engage in the surf, skim, watersport lesson (referred to as “**Activities**”), 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 include the ability to swim a distance of 25 meters and can maintain his/her head above water when their feet do not make contact with the bottom. 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 hereby agree the Student shall follow all rules, regulations, and instructions of Oahu Surf and Skim School while participating in this lesson. 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, I will immediately discontinue further participation in the surf lesson. Likewise, I understand that the foregoing representations as to the Student’s physical condition and safety conditions are being relied by Oahu Surf and Skim School and reserves the unrestricted right to dismiss Students with no refund. I further acknowledge that any deposit and/or tuitions are not refundable, and that being late for a scheduled lesson or activity may result in future scheduled activities at Oahu Surf and Skim School’s discretion.
2. **Acknowledgement That Activities May Be Dangerous and I Accept And Assume Such Risk:** I acknowledge that I have voluntarily chosen to take surf lessons by Oahu Surf and Skim, 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 are dangerous outdoor activities in an uncontrolled natural environment with inherent risks and hazards, where serious accidents can occur. 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. **Indemnity:** In consideration for Oahu Surf and Skim School allowing me to participate in this class or lesson, I hereby expressly waive and release any and all claims against Oahu Surf and Skim School, any surfing Instructor and any of Oahu Surf and Skim School’s owners, sponsors, advertisers, agents, employees, associates, representatives, affiliated organizations (referred to collectively in this agreement as “the Indemnifying Party”) 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 Indemnifying Party or otherwise. I covenant not to make or bring any such claim against the Indemnifying Party, and forever release and discharge the Indemnifying Party from liability under such

claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Hawaii law does not permit to be released by agreement. I further agree, to hold harmless, defend, and indemnify the Indemnifying party 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 Indemnifying party.

4. **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 Indemnifying party from any claim whatsoever in connection with such treatment or other medical services. This Release constitutes the sole and entire agreement of the Indemnifying party 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 Indemnifying party 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 Hawaii without giving effect to any choice or conflict of law provision or rule.

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 INDEMNIFYING PARTY.

NAME OF STUDENT: _____ **AGE:** _____

NAME OF PARENT/GUARDIAN (for minor participant): _____

EMERGENCY CONTACT: _____

EMERGENCY CONTACT NUMBER: _____

I have the legal right to consent and, by signing below, I hereby do consent to the terms and conditions of this Release.

Student Signature (or Parent/Guardian Signature for minors)