

PARTICIPANT WAIVER OF LIABILITY 2019 SEASON

This Waiver of Liability (the "Waiver") is executed on this ___ day of _____, 2019,

By [Parent/Guardian Printed name] _____

on behalf of the following Participant: _____

Relationship to Participant _____

in favor of Special Surfers, a nonprofit corporation, and any of its directors, officers, employees, agents, representatives, predecessors, and successors in interest (collectively, "Special Surfers") The Participant desires to participate in the Special Surfers program and engage in certain activities related thereto, which may include without limitation: surfing, swimming, lifting, and other forms of physical recreation (the "Activities"). The Participant hereby freely and voluntarily executes this Waiver under the following terms:

1. Assumption of the Risk. The Participant understands that there are certain inherent risks and dangers associated with the Activities. The person signing this waiver hereby certifies that the Participant is physically capable of engaging in the kind of Activities involved in the Special Surfer program. Participant hereby expressly and knowingly assumes the risk of injury or harm resulting from participation in the Activities.

2. Release and Waiver. Participant does hereby release, forever discharge and hold harmless Special Surfers and any of its directors, officers, employees, agents, representatives, predecessors, successors and assigns from any and all liability, claims, and demands for ordinary negligence, either in law or in equity, which arise or may hereafter arise from Participant's Activities with Special Surfers.

3. Medical Treatment. Participant does hereby release and forever discharge Special Surfers from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's Activities with Special Surfers.

4. Insurance. The Participant understands that, except as otherwise agreed to in writing, Special Surfers does not carry or maintain health, medical, or disability insurance coverage for any Participant. Each Participant is expected and encouraged to obtain his or her own medical or health insurance coverage.

5. Photographic Release. Participant does hereby grant and convey unto Special Surfers all right, title, and interest in any and all photographic images and video or audio recordings made by Special Surfers during the Participant's Activities with Special Surfers, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Other. This Waiver shall be governed by and interpreted in accordance with the laws of the State of Maine. Participant also agrees that in the event that any clause or provision of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect remaining provisions of this Waiver, which shall continue to be enforceable.

I HAVE READ THIS DOCUMENT CAREFULLY AND UNDERSTAND IT. BY SIGNING BELOW, I VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS STATED ABOVE AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF LIABILITY.

Parent Guardian Signature: _____ Date _____

Print Name: _____