



**26 Central Street, Manchester by-the-Sea, MA 01944**

**www.standuppaddlesurfari.com**

**978-704-9051**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Birth Date:** \_\_\_\_\_

**Session Attending:** \_\_\_\_\_

Names of others attending with you: \_\_\_\_\_

**Emergency Contact Info**

Name 1: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Name 2: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

**Things we need to know to assist us in helping you get the most out of your session:**

Swimming Ability and Water Knowledge (check which applies to you... be honest!)

\_\_\_ Basic I feel comfortable in the water can swim 100-200 yards without stopping.

\_\_\_ Intermediate I can identify rip currents and undertow from the shore and know what to do to get out if I am in one.  
I can comfortably swim 200-300 yards without stopping.

\_\_\_ Advanced I am a fish with the ability to live on dry land

Yes \_\_\_ No \_\_\_ Have you ever had any experiences during your lifetime that have left you feeling timid or uncomfortable with the ocean? If yes please explain. \_\_\_\_\_

Yes \_\_\_ No \_\_\_ Do you have any injuries or physical ailments (ie: back, shoulder, knee, neck etc.) If yes please explain. \_\_\_\_\_

Do you have any food allergies or other allergies we need to know about? \_\_\_\_\_

Are you currently taking any medications? If yes please list. \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

Height \_\_\_\_\_

Weight \_\_\_\_\_

Male or Female

Yes \_\_\_\_\_ No \_\_\_\_\_ Right to Photograph: By signing this agreement, I hereby give my consent and approval to Surfari, Inc./Christian del Rosario that they shall have the right, without obtaining my further approval, to photograph, take motion pictures, televise, or reproduce in any manner or through any media throughout the world, images of myself, my child and my legal guardians. Surfari, Inc./Christian del Rosario shall have the right to display, use, sell or license any such pictures in whole or in part, or other reproduction for any purposes commercial or otherwise without monetary compensation to myself, my child or my legal guardian. All images and video footage taken as a result of participation in Surfari, Inc. will become the property of Surfari, Inc./Christian del Rosario. I understand that if I check "No" I am not entitled to a refund of any kind.

Yes \_\_\_\_\_ No \_\_\_\_\_ I verify that the participant is in good health and is fully capable of participating in any and all strenuous activities associated with any Surfari, Inc. programs. I fully understand that each Surfari, Inc. participant must be a competent swimmer.

Yes \_\_\_\_\_ No \_\_\_\_\_ I understand that all Surfari, Inc. attendees and legal guardians of attendees under 18 must return a signed "Waiver of Liability and Acknowledgement Form" with this registration form and prior to enrollment or participation in any Surfari, Inc. activities.

Sign below confirming that you have read, understand and agree to be bound by the terms of this entire document, the Surfari, Inc. Cancellation Policy and the Participant Waiver of Liability and Acknowledgement Form.

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

#### PARENTS OR LEGAL GURADIAN OF ANY PARTICIPANT UNDER THE AGE OF 18

All forms must be completed and signed by the participant's legal guardian.

Name of participant \_\_\_\_\_

Name of legal guardian \_\_\_\_\_

Legal relation to participant \_\_\_\_\_

Signature of legal guardian \_\_\_\_\_ Date \_\_\_\_\_

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Surfari, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SI"), I hereby agree to release, indemnify, and discharge SI, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in surfing activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** Being hit by the board, other surfers or their boards which could result in cuts, bruises, abrasions, and concussions; hitting the bottom of the ocean; sprains, strains, broken bones, exhaustion, dehydration, and sunburn; accidental drowning; exposure to poisonous and/or carnivorous sea creatures, surf, currents, and tidal conditions; exposure to cold water resulting in hypothermia, cold shock, and accidental drowning; my own physical condition, and the physical exertion associated with this activity. Additionally, fatigue, chill and/or dizziness may diminish my/our reaction time and increase the risk of an accident.

Furthermore, SI employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

1 I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

2 I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SI from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SI's equipment or facilities, **including any such claims which allege negligent acts or omissions of SI.**

3 Should SI or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4 I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, 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 may have.

5 In the event that I file a lawsuit against SI, I agree to do so solely in the state of Massachusetts, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SI on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by NS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless NS from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_