

ROUGH BAR SURF SHACK

RELEASE AGREEMENT

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

Please read this agreement carefully! By agreeing to this Release Agreement you will waive certain legal rights, including the right to sue.

Assumption of Risk: I am aware that surfing is an activity that involves the risk of injury or even death. I am aware that there is a risk of negligence by ROUGH BAR SURF SHACK or its agents or assigns, including the failure by ROUGH BAR SURF SHACK or its agents or assigns to safeguard or protect me from or warn me of the risks, dangers and hazards of surfing. I freely accept and fully assume all risks, dangers and hazards associated with participating in a ROUGH BAR SURF SHACK surfing instruction class, rental or event and the possibility of loss, personal injury or death resulting there from.

In consideration of participating in a ROUGH BAR SURF SHACK surfing class, rental or event I hereby agree as follows:

- 1) To waive any and all claims that I have or may in the future have against ROUGH BAR SURF SHACK and to release ROUGH BAR SURF SHACK from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next-of-kin may suffer as a result of my participation in an ROUGH BAR SURF SHACK surfing instruction class, rental or event due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care, on the part of ROUGH BAR SURF SHACK, and further including the failure on the part of ROUGH BAR SURF SHACK to safeguard or protect me from or warn me of the risks, dangers and hazards of participating in an ROUGH BAR SURF SHACK surfing instruction class, rental or event;
- 2) To hold harmless and indemnify ROUGH BAR SURF SHACK from any and all liability for any property damage or personal injury to any third party resulting from my participation in a ROUGH BAR SURF SHACK surfing instruction class, rental or event;
- 3) This Release Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- 4) This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Washington and no other jurisdiction;
- 5) Any litigation involving the parties to this Release Agreement shall be brought solely within the State of Washington;
- 6) When engaging in the rental or use of ROUGH BAR SURF SHACK equipment, I agree to accept all responsibility to maintain the condition and whereabouts of all the equipment rented for the entire rental period and to pay all repair and/or replacement costs for any damage or theft that may occur to equipment during the rental period. Should I damage a surfboard and wetsuit, I agree to pay a damage fee not to exceed \$200 per surfboard, or \$50 for wetsuit. Should I lose, or severely damage a surfboard, I agree to pay a replacement fee not to exceed \$650. per surfboard.
- 7) If I am not present during the delivery or return of my surfboard, I will be fully responsible for any loss, theft or damage to surfboard.
- 8) If the participant is a minor, the parent or legal guardian warrants and represents that this Release Agreement, its significance and the assumption of risk, has been explained to and understood by the minor child or ward. I hereby declare, under penalty or perjury, that I am the parent or legal guardian of the named participant.

ROUGH BAR SURF SHACK

I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY

Name (print): _____

Phone: _____

Signature: _____

Date: _____

FOR MINORS:

Name of Minor: _____

Age: _____

Parent/Guardian name (printed) _____

Parent signature: _____

Date: _____