

Volunteer Name \_\_\_\_\_

Participant Name \_\_\_\_\_



## **VOLUNTARY RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

**This agreement waives any and all claims or liability against Surfers for Autism as a result of your and your child's or children's participation in any event held by Surfers for Autism. PLEASE READ THIS CAREFULLY.**

In consideration of my and my children being permitted to participate in any event hereinafter (an "Event") hosted or advertised by Surfers for Autism, I, \_\_\_\_\_, acknowledge and agree to the following on behalf of myself and my child(ren):

**I AM AWARE THAT THE ACTIVITIES CONTEMPLATED AT AN EVENT (AN "ACTIVITY" OR THE "ACTIVITIES") ARE HAZARDOUS ACTIVITIES AND THAT I OR MY CHILD(REN) COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.**

I hereby personally assume all risks of the Activities at all Events, including, *but not limited to*, personal injury, associated in anyway with surfing or other Surfers For Autism Activities, whether foreseen or unforeseen, that may befall me, or my child, while I am a participant in the Surfers For Autism Activities.

I hereby release, waive, discharge and covenant not to sue Surfers For Autism, a Florida not-for-profit corporation, or any of its respective officers, directors, employees, agents, contractors, sponsors, volunteers, affiliated entities, assigns, or promoters, including, *but not limited to*, Don Ryan and Kimberly Ryan, each situs State, County, City, of an Event, and Lessor of the location of an Event (an "Event Venue") (collectively, hereinafter referred to as the "Released Parties"), from any and all loss or damage, and any claim or demand therefore on account of injury to the person or property, or resulting in death of me or my child(ren) arising out of or related to or as a result of (i) my, or my child(ren)'s participation in all Activities sponsored, coordinated, organized, in whole or in part, by the Released Parties, (ii) equipment malfunction, or (iii) the negligence of any party, including the Released Parties, whether passive or active. I will forever indemnify, release, exempt, save and hold harmless the Released Parties from all claims, demands, penalties, liabilities, causes of action, and actions, and from any and all loss, cost, and expense associated therewith derived therefrom, including, without limitation, attorneys' fees and paralegal fees, and disbursements through all appeals) for damages and injuries of all kinds sustained by me, including without limitation, claims for personal injury and death (negligent or intentional), claims arising out of my negligent act(s) or omission(s), or claims that I may have against any third parties that may arise as a result of my participation in any Activity.

This waiver and agreement to indemnity shall be binding upon me and my agents, representatives, devisees, heirs, executors, administrators, receivers, trustees, successors and assigns.

I, on behalf of myself and my child(ren), understand and agree that should medical or other services be rendered to me, or my child(ren), by, or at the insistence of Surfers For Autism and/or any other of the Released Parties, such services do not constitute an admission of liability or an agreement to provide or to continue to provide such services.

I am executing this **VOLUNTARY RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT** electronically by use of my electronic signature. I further understand and acknowledge that in accordance with Florida Statute 668.004, that my electronic signature to sign this document shall have the same force and effect as a written signature.

I, on behalf of myself and my child(ren), fully understand and acknowledge that photocopies or computer stored copies of original signed documents shall have the same force and effect as originals thereof and shall be treated as originals for the purpose of their admissibility in evidence.

I hereby consent for no value received and without further consideration or compensation to the use (full or in part) of all videotapes, pictures taken of me and any member of my family and/or recordings made of my voice and/or written extraction, in whole or in part, of such recordings or musical performance for the purposes of illustration, broadcast, or distribution in any manner.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE AND WAIVER OF LIABILITY AND AN ASSUMPTION OF RISKS, WHICH ARE CONTRACTUAL AND NOT MERE RECITALS, BETWEEN MYSELF, MY FAMILY, SURFERS FOR AUTISM, AND ALL RELEASED PARTIES. THAT THIS AGREEMENT IS LEGALLY BINDING AND THAT I SIGN IT OF MY OWN FREE WILL.**

**PARTICIPANT/RELEASOR (if over 18)**

**PARENT OR GUARDIAN (if under 18)**

\_\_\_\_\_  
NAME / SIGNATURE

\_\_\_\_\_  
AGE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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**A PARENT/GUARDIAN OF VOLUNTEERS UNDER 18 MUST SIGN AND HAVE NOTARIZED.**

\_\_\_\_\_  
Print Name of Parent or Guardian

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Official Witness (Notary) Name, Please Print

\_\_\_\_\_  
Official Witness (Notary) Signature

This page must always be completed in full with original manual signature and notarization with seal.

Date: \_\_\_\_\_

Seal/Stamp