



HAMMER

SURF SCHOOL

HAMMER SURF SCHOOL WAIVER

In consideration of being permitted to participate in any way in Sam Hammer Surf Camp. The parent(s) and/or legal guardian and/or signee of the minor named below agree:

- I have enrolled my child for whom I have legal custody, in Sam Hammer Surf Camp. I do so with complete understanding of the inherent risks associated with all activities the camp provides. There are many dangers associated with Surfing, Ocean Swimming, Paddling, Kayaking, Body boarding, Bodysurfing, Beach Football, Running Bases Beach Flags, Negotiating the Shore Break and other beach activities that Sam Hammer Surf Camp offer to its campers. I have instructed my child to inform the counselors when they do not wish to participate in any activity. My child understands that they are permitted to refuse to participate in any activity that they feel is unsafe, too dangerous, or for any other reason.
- I/WE fully understand and acknowledge that:
- There are risks and dangers associated with participation in the events and activities provided by Sam Hammer Surf Camp, which could result in bodily injury partial and/or total disability, paralysis and death.
- The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
- These risks and dangers may be caused by the action, inaction, or negligence of others including, but not limited to, the releases named below.
- Sharks, bluefish, jellyfish and other marine life may be present and pose a serious danger. Marine life may attack with no warning and these attacks may result in serious injury or death.
- All marine life we may encounter is potentially dangerous. My child may have allergies to jellyfish, fish eggs, or other marine life that they/we are unaware of.
- Cuts and scrapes resulting from rocks, shells, or barnacles can become infected if not treated properly.
- Exposure to the sun may result in the burning of the skin. Sun care products may not be enough to protect the participant from sun burn. Long term effects of sun exposure have been linked to skin cancer.
- There is no way to ensure that the beach will be free from hazardous material. The ocean brings pollution to the shores, and there have been reports of hazardous materials on the beach.

- There may be other risks not known or are not reasonably foreseeable at this time.
- I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the actions or negligence of the releases named in this document.
- I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Sam Hammer Surf Camp, any of its employees, the town of Lavallette/Spring Lake, the Lavallette/ Spring Lake Lifeguards, the Lavallette/Spring Lake First Aid, or any persons or organizations used by the participant. This includes its owners, managers, counselors, investors, sponsors, promoters, lessees of premises used to conduct the event or program, premises and event inspectors, consultants, and others who give recommendations, directions, or instructions. I RELEASE FROM ALL LIABILITY TO THE UNDERSIGNED.
- I/WE Hereby acknowledges that THE ACTIVITIES OF THE EVENTS) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATION OR PROCEDURES OF THE RELEASEES.
- EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
- I acknowledge that Sam Hammer Surf Camp may compile and use the name, likeness, recorded voice, addresses, photographs, biographical sketch, film and video of the named individual in advertising, marketing, product, packaging or other use, without compensation and without restrictions as to the duration, geography, media or frequency. I consent to such uses and hereby waive all rights to compensation.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY. ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Student(s) Name(s) _____ Age/DOB _____

Legal Guardian Name PRINT _____

Legal Guardian Name SIGNATURE _____

Today's Date _____

Address _____

Cell _____

Email _____