



rhode island surf company / est. 1973



new england's largest core surf retailer
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phone: 401-789-9040

www.warmwinds.com

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WAIVER OF LIABILITY

IN CONSIDERATION of being given the opportunity to participate in any Warm Winds lesson, camp, rental or tour program activity, I, for myself, my personal representatives, assigns, heirs, and next of kin.

- 1. ACKNOWLEDGE, agree and represent that I understand the nature of surfing, stand up paddle boarding, skim boarding and body boarding activities, both in water and land based instruction, and that I am qualified, in good health, and in proper physical condition to participate in such activity.
2. FULLY UNDERSTAND that: (a.) SURFING AND OTHER ACTIVITIES AFOREMENTIONED, INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b.) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasee named below; (c.) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.
3. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a student instructed by the Warm Winds Surf Staff, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.
4. HEREBY RELEASE, discharge, and covenant not to sue Warm Winds Ltd., the Town of Narragansett, their administrators, directors agents, officers, volunteers and employees, other participating organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law.
5. ACKNOWLEDGE that the duration of this agreement is to be valid from 1 April 2019 through 1 October 2019 and need only be completed at the start of my first lesson or camp. After acknowledging the agreement, I am bound by it through the above timeframe.

I HAVE READ THIS AGREEMENT, fully understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Participant Name

Address City State Zip

Phone () - Email Address

Signature(if over the age of 18) Date

*Complete bottom portion if any participant listed above is under the age of 18.

AND I, the minor's parent and/or legal guardian, understand the nature of surfing activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasee, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim, to the fullest extent permitted by law.

Name of Parent / Legal Guardian

Address City State Zip

Phone () - Email Address

Signature Date