

RELEASE OF LIABILITY/LIABILITY WAIVER FORM

By signing below, I, _____, acknowledge

PRINT NAME CLEARLY

That all activities sponsored or conducted by Dean Sports Consultants (DSC) and their affiliates are likely to be extremely hazardous and may result in accident, loss, damage, or injury ranging from broken bones to paralysis or death. Such events may result from any activity whether difficult or not, or could result from defective equipment.

With full knowledge of these dangers, and intending to be legally bound, I hereby agree for myself and on behalf of all of my family and heirs to RELEASE DSC and their affiliates and any of its representatives, agents, directors, officers, members, fellow athletes and owners of any equipment or property upon which the equipment is located, including but not limited to the Ward family trust, and the city of San Clemente, from any and all liability claims, demands or any causes of action, and NOT TO SUE OR OTHERWISE make ANY CLAIMS against DSC or its affiliates whatsoever which may arise during my participation in any activities associated with DSC.

I intend this RELEASE OF LIABILITY to be effective whether or not any loss, damage, injury or death RESULTS FROM THE NEGLIGENCE of DSC or its affiliates. I understand that negligence means a failure to do an act which a reasonably careful person would do, or the doing of an act which a reasonably careful person would not do, under the same or similar circumstances to protect him or herself, or others, from accident, injury or death. I will follow the advice of and use the services of amateur coaches, trainers, surfers and fellow DSC athletes at my own risk.

I agree to be solely responsible for my own safety and to take every precaution to provide for my own safety and well-being while participating in activities sponsored or conducted by DSC, including inspecting all equipment, training conditions and make my own assessment as to whether the conditions and equipment are safe and free from all defects. I have represented to DSC that I have my own medical insurance in full force and effect. I understand that any claim for coverage of medical bills will be submitted to my own insurance company.

My release is given in exchange for the ability to train with DSC and use their equipment. This RELEASE AND WAIVER has no expiration date.

Signature _____

Date _____

In EMERGENCY,

Contact _____

Address. _____ phone _____

IF ANY PARTICIPANT IS UNDER 18, PARENT OR GUARDIAN MUST READ AND SIGN BELOW.

I am the legal guardian of the above minor participant and have read the above application and RELEASE AND WAIVER. I hereby consent to the terms stated above and RELEASE AND WAIVER on behalf of named minor participant, and give my consent to the participation of the above named minor in all activities of DSC the terms stated.

Signature _____ Date _____

Parent or Legal Guardian

