

COCOA BEACH SURF TEAM - RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, 2021-2022

I, _____, [print full legal name of participant], and my parent, _____ [print full legal name of a parent or legal guardian of the participant*] acknowledge that we have voluntarily applied to the Cocoa Beach Surf Team ("CBST") for me to join the team, if selected, and participate in practices, surfing contests and other team activities at different locations throughout the school year and summer. A prerequisite to participation of any kind by a team member or a parent is the completion and signature of this Release of Liability and Assumption of Risk Agreement

In consideration of the foregoing, which is incorporated herein as an integral part hereof, and for the opportunity to try-out for and, if successful, participate in, the CBST for the 2021-2022 school year, the undersigned hereby acknowledge, understand and agree that:

1. There exists a serious risk of injury or death of any participant occurring during or in participation in the activities in which the team members of CBST and/or their parents may be involved, including the potential for significant permanent bodily injury, whether related to or caused, in part or in whole, by: accidents, third parties, Acts of God or Nature, including without limitation, lightning strikes, thunderstorms, hail, tsunamis, tidal waves, tornadoes, and waterspouts, jetsam and flotsam in the ocean and on the beach whether naturally occurring or not, wildlife and other fauna in the ocean and on the beach including without limitation, sharks, jellyfish, man 'o' wars, and dolphin, any equipment, any equipment defects or failures (whether such equipment is owned by the participant or MST or any third party), the negligence of any coach or assistant or parent, or any other reason, barring criminal conduct;
2. Having had the opportunity to consult with legal counsel and our doctor, we KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS of participation in CBST and its activities and events, whether such risks are known or unknown, foreseeable or unforeseeable, and even if arising from or related to the NEGLIGENCE OF THE RELEASES (as defined below) OR ANY THIRD PARTY, and we assume full responsibility and all legal liability for the participation and any resultant damage to property, injury or death;
3. We shall comply with the attached terms and conditions for participation, including the obligation to immediately notify one of the coaches or assistants of any unusual or significant hazard or potential hazard, which I may observe or be informed of during my presence or participation, and immediately remove myself from participation and signal those near me accordingly; and
4. We, respectively, on behalf of each of us and on behalf of our heirs, personal representatives and next of kin, HEREBY RELEASE AND FOREVER HOLD HARMLESS THE COCOA BEACH SURF TEAM, ITS COACHES, ASSISTANT COACHES, PARENTS AND OTHER VOLUNTEERS, ITS SPONSORS, AFFILIATES, SCHOOL REPRESENTATIVES AND ADMINISTRATORS, its and their officers, agents, and employees, other participants, other sponsors, advertisers, and as applicable, owners, lessors and/or lessees of the premises used to conduct the CBST activity (collectively "Releases") WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASES OR ANY ONE OF THEM OR OTHERWISE.
5. We grant the CBST representatives the right to use our images or likenesses in still or motion form for the purpose of publicizing the CBST and promoting its events.
6. CBST shall **not** be responsible for any guests brought by a participant to any CBST functions.
7. CBST is **not** sponsored by Cocoa Beach Jr/Sr High School, nor the Brevard County School District. According to Brevard County School Board Bylaws and Policies, the Board is not responsible for custodial or any other type of supervision when the activities of a non-school sponsored student club/team or activity take place off school property.

WE HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS PROVISIONS, ACKNOWLEDGE THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

SIGNATURE of PARTICIPANT _____ DATE _____

SIGNATURE OF PARENT/GUARDIAN* _____ DATE _____

Not required if participant is 18 or older and participant's parents will not be involved in the activities of the CBST.