

SURFRIDER SPIRIT SESSIONS
CATCHING WAVES AND CHANGING LIVES

PARTICIPANT APPLICATION (MINORS)

Session dates: _____

Participant's Name: _____ Nickname: _____

Gender: MALE FEMALE Birthdate: ____/____/____ Age: _____

Home Address: _____

City _____ State ____ Zip _____

Telephone Numbers:

Home Tel (____) _____ Youth Cell (____) _____

Mother's Cell (____) _____ Mother's Work (____) _____

Father's Cell (____) _____ Father's Work (____) _____

Guardian's Cell (____) _____ (if applicable)

Probation Officer: _____ Phone/Email: _____

In case of emergency, contact this person first:

Name: _____ Phone (____) _____

Relationship: _____

Contact this person, if first person is not reachable:

Name: _____ Phone (____) _____

Relationship: _____

Medical Information:

Physician name: _____ Phone/Pager: _____

Address: _____

Medical coverage: _____ Policy #: _____
(Name of plan, e.g. HMSA, Kaiser, Military, etc.)

Subscriber name: _____ Medications youth is on: _____

YOUTH PROFILE:

Additional Information:

Client Water Abilities *(Check one.)*

- Does not know how to swim Basic (Can tread water)
 Intermediate (can swim open ocean) Excellent (competitive, can swim long distance)

Water Sports Experience *(Check all that apply)*

- Surfing Long Board Stand Up Surfer Paddler-club: _____
 Body boarder Bodysurfer Other water sports _____

***Ethnicity** *(Check all that apply)*

- Hawaiian Part Hawaiian American Indian Chinese Japanese Korean
 Indo-Chinese (Vietnamese, Laotian, Cambodian) Samoan Filipino Portuguese
 Spanish, Cuban, Mexican, Puerto Rican Black Caucasian Other _____

Foreign Language

***Do you speak any of the following languages moderately or fluently** *(Check all that apply)*

- English Cantonese Mandarin Ilocano Tagalog Cebuano/Visayan
 Hawaiian Japanese Korean Samoan Vietnamese Chuukese
 Ponapean Cambodian Chamorro Fijian Hmong Lao
 Marshallese Pampango Pangasinan Portuguese Spanish Thai
 Tongan Other (Specify): _____

School Information:

School: _____ Grade: _____

Favorite Subjects:

Subjects needing help:

School attendance, repeated grade, on IEP:

Hobbies/Interest: *(List top three interests)*

Probation Offenses/Arrests:

Restrictions or Challenges:

Other information we should know:

***** **RELEASE AGEEMENT** *****

Please read the following terms of this Release Agreement (the "Agreement") carefully because it is meant to be legally binding and affirms that you, as legal parent (Parent) or guardian (Guardian) of _____, a minor child (hereafter referred to as the "Minor"), assume risks associated with participating in Surfrider Spirit Sessions' ("Surfrider") program, and that you, your heirs, successors, or personal representative and the Minor release Surfrider and others, described below, from liability for injury or damage that the Minor may sustain, resulting from being a participant.

As the Parent (or Guardian), you are making a determination that the Minor is able to participate in Surfrider's program. You must assess the Minor's maturity and fitness and determine for yourself if the risks associated with the program are acceptable to you. While Surfrider hopes that every participant enjoys an injury-free experience, by signing this Agreement, you assume all risks associated with the program and are responsible for having explained all such risks to the Minor and ensuring the Minor's understanding and appreciation of the risks.

The activities associated with the program require a level of fitness and health that only a doctor may be able to determine that the Minor possesses. Surfrider recommends that you obtain confirmation from your doctor that the program is suitable for the Minor.

If you or the Minor do not fully understand any word or provision or its meaning, please ask for clarification.

I UNDERSTAND, ACKNOWLEDGE, AND AGREE, AS FOLLOWS:

(Parents or Guardian please read and initial where indicated.)

In consideration of the Minor being permitted to participate in Surfrider's program, I release and discharge Surfrider and its directors, officers, employees, agents, instructors, independent contractors, and volunteers (the "Released Parties") from all liability, claims, demands, causes of action or lawsuits that I may have for injuries and damages resulting from or arising out of, or incident to, engaging in Surfrider's program, or any first aid, treatment or service rendered in connection with the program, including but not limited to, losses caused by the negligence of the Released Parties. _____ **[Initials]**

I further agree that I will not sue or make a claim against the Released Parties for damages or other losses resulting from or arising out of, or incident to, the Minor engaging in Surfrider's program, or any first aid, treatment or service rendered in connection with the program, including but not limited to, losses caused by the negligence of the Released Parties. I agree to indemnify and hold the Released Parties harmless from all claims, judgments and costs, including attorney's fees, incurred in connection with any lawsuit or claim brought as a result of the Minor's participation in the program. _____ **[Initials]**

I understand and acknowledge that the matters described, below, have inherent dangers that no amount of care, caution, instruction or expertise can eliminate.

- Walking in and around the uneven terrain of the beaches;
- Sharp coral, slippery rocks, debris, rocks or other objects in or around the ocean;
- The unpredictability of powerful waves, shore breaks, waves breaking on the sand or in shallow water, high surf, strong currents, rip currents, and changing tides;
- Sharks, jellyfish, man-o-war, and other marine life;
- Adverse weather conditions such as cold, windy, or rainy weather;
- Learning to properly use surfboards, bodyboards, leashes, paddles, or other equipment, and others who may also be using such equipment in the area;

These dangers can be found on the beach, in the ocean and when entering or exiting the ocean. Injuries resulting from or relating to the use of surfboards and recreational equipment and/or participation in ocean activities include but are not limited to bruises, cuts, contusions, abrasions, burns, bites, stings, strains, sprains, fractures, concussions, spinal injuries, paralysis, water inhalation, drowning and/or death. The activities may also include moving

over slippery surfaces or rough ground with rocks and sharp edges and possible exposure to pathogens (such as leptospirosis) that are found in Hawaii's streams and soils.

Participation in the activities may involve transportation to or from program locations, which could result in an accident causing injury or death. _____ **[Initials]**

I have reviewed the dangers recited above and fully understand and acknowledge those dangers. _____ **[Initials]**

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I understand and acknowledge that the Minor is free to participate in Surfrider’s program or that the Minor may elect not to do so. _____ **[Initials]**

I/We expressly and voluntarily assume all risk of personal injury or death sustained in doing so whether or not caused by the negligence of the Released Parties:

I agree that this Agreement is intended to be as broad as permitted by the laws of the State of Hawaii and that if any portion of this agreement is held invalid, the remaining terms shall continue in full legal force and effect. _____ **[Initials]**

This Agreement contains the entire agreement between the parties to this Agreement and the terms of the Agreement are contractual and not a mere recital. _____ **[Initials]**

I have read this Agreement, fully understand its contents and meaning, and have initialed and signed it of my own free will. _____ **[Initials]**

I agree to follow all rules, regulations, and instructions of Surfrider, and if I do not understand any such rule, regulation or instruction, I will ask Surfrider personnel for further explanations. _____ **[Initials]** _____ **[Minor’s Initials]**

By Signing below, I certify that I am the legal parent/guardian of the Minor, whose signature appears below; I have read and understand the Release Agreement; I have carefully explained the Release Agreement and risks to the Minor, believe the Minor has the maturity and capacity to understand the Agreement and risks, and appreciates the dangers and risks of the program, we have been given an opportunity to have questions answered, and we agree to be bound by the Release Agreement. I agree on behalf of myself, my child, our heirs, successors and assignees.

Signature of Parent/Guardian	Print Name	Date
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Signature of Parent/Guardian	Print Name	Date
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Signature of Minor	Print Name	Date
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MEDIA RELEASE, AUTHORIZATION AND CONSENT

_____, being of legal age, or the legal parent or guardian of _____, a minor (hereinafter, the "Minor"), hereby grant to Surfrider Spirit Sessions (hereafter, "Surfrider") the right and permission to use any photograph, video, voice recording or any other likeness Surfrider has of me/the Minor for any purpose and in any and all media. I hereby grant to Surfrider the right and permission to use my/the Minor's name in connection with the photograph, video, recording or other likeness if Surfrider so chooses.

I understand that Surfrider may not condition enrollment or eligibility on whether I sign this authorization and that I will not receive any financial or other payment.

I grant permission to Surfrider to put the finished pictures, negatives, reproductions and copies of the original prints, negatives or recordings of me/the Minor and any recordings which may be made of my/the Minor's voice or likeness (collectively "Tangible and Intangible Items") in any legal usage. I grant permission to Surfrider to use the Tangible and Intangible Items in any manner deemed proper by it so long as such use is in connection with the exhibition, advertising, promotion, distribution and/or any other purpose for the service or trade of Surfrider's services or programs.

I understand that I may revoke this Media Release by submitting a written request to Surfrider Spirit Sessions, P.O. Box 1677, Kailua, Hawaii 96734. Such revocation, however, will not affect actions already taken by Surfrider in reliance on my authorization. I will not disaffirm this Media Release on the ground that I/the Minor was unable to enter a binding contract on the date of execution of this Media Release or any similar grounds or endeavor to recover from Surfrider any sums for being depicted in any video, photograph, recording or other likeness. I understand that the information used or disclosed may be subject to redisclosure by the person(s) or class of person(s) receiving it and no longer protected by privacy rules.

I agree to defend, indemnify and hold harmless Surfrider and its directors, officers, employees, agents, instructors, independent contractors, and volunteers from all claims of any kind whatsoever by whomever asserted arising out of or in connection with any breach or alleged breach of this Media Release.

I certify that I have read and understand this Media Release, have been given the opportunity to have questions answered, and agree to be bound by this release.

Signature of Participant/Minor Print Name Date

If participant is a Minor: I certify that I am the legal parent/guardian of the Minor whose signature appears above, I have read and understand this Media Release, I believe the Minor has the maturity and capacity to understand this Media Release and have explained the Media Release to the Minor, I have been given an opportunity to have questions answered, and I agree to be bound by this Media Release.

Signature of Parent/Guardian Print Name Date