



2019 HB Surf City Splash

Release and Waiver Form

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY,
AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")**

The following questions are optional:

Age of Participant (to determine youngest and oldest at the SPLASH)

Distance travelled and from what location to SPLASH:

If you are entering the Costume Contest, for which category are you competing?

If you are a part of a GROUP, how many members are participating?

Name of Group/Organization represented:

Have you participated in this event before? If so, do you remember which years or how many times?

Are you interested in becoming a member of the Surfing Museum?

In consideration of participating in the **2019 HB Surf City Splash (SPLASH)** represent that I (**PARTICIPANT**) understand the nature of the **SPLASH** event and that I and / or my minor child am qualified, in good health, and in proper physical condition to participate in such an Activity. I acknowledge that if I and / or my minor child believe event conditions are unsafe, I and / or my minor child will immediately discontinue participation in the **SPLASH**.

I fully understand that the **2019 SPLASH** involves risks of serious bodily injury, including permanent disability, paralysis, and death, which may be caused by my own actions or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks 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 and / or my minor child incur as a result of my and / or my minor child's participation in the Activity. I, and / or my minor child releases the photographers and assigns permission to license all images and sound recordings and to use of images and sound recordings in any media for any purpose which may include, among others, advertising, promotion, marketing and packaging for any product or service. The **PARTICIPANT** agrees that any images and sound recordings may be combined with other images, text and graphics, cropped, altered and modified. The **PARTICIPANT** acknowledges and agrees that this Agreement is irrevocable, worldwide and perpetual, and will be governed by the laws of The State of California, excluding the law of conflicts.

I hereby release, discharge, and covenant not to sue **Huntington Beach International Surfing Museum**, or the **City of Huntington Beach**, its respective administrations, directors, agents, officers, volunteers, employees, other participants, 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 and/or that of my minor child caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk, I, or anyone on my/and or my minor child's behalf, makes a claim against any of the "Releasees," I will indemnify, save, and hold harmless each of the releases from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND PARENTAL CONSENT AGREEMENT, and 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 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.

****January 1, 2019****
Event Date

PRINTED name of Participant (as you would like it on certificate)

Signature of Participant (age 18 or over)*

Phone Number _____ E-Mail Address _____

***IF THE PARTICIPANT IS UNDER THE LEGAL AGE OF MAJORITY:**

I am the parent or legal guardian of the minor above named as the Participant, and I have legal authority to execute this Agreement on the Participant's behalf. I have read and fully understood the contents of this Agreement, and consent to the said "Release and Waiver of Liability", "Assumption of Risk & Indemnity", use of images and sound recordings based on the contents of this Agreement:

PRINTED name of Parent / Legal Guardian (if participant is under 18 years old):

DONATIONS (Museum use only):

Receipt Requested? _____

Certificate of Participation _____ Certificate of Sanity _____

Pancake Breakfast _____ Other _____

Total donations: \$ _____ Splash Staff Rep: _____