

RIDE A WAVE FOUNDATION INSURANCE WAIVER & RELEASE OF LIABILITY FORM - VOLUNTEER

NAME OF VOLUNTEER: _____

AGE OF VOLUNTEER: _____ EMAIL: _____

EMERGENCY CONTACT: _____ PHONE: _____

In consideration of being allowed to participate and/or volunteer in any way in **Ride a Wave Foundation's, Inc., (RAW)** programs, related events, and activities, I and/or the minor participant, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, the undersigned:

1. Agree to follow the procedures and best practices introduced in the volunteer training I received as a volunteer prior to, and during the Best Day Activities and freely accessible on the website.

2. Acknowledge and fully understand that I and/or the minor volunteer, will be engaging in **adventure-oriented activities**, and that these activities carry with them an **inherent risk of serious injury, including permanent disability and death** from which severe economic losses may result not only from my own actions, but from interactions and/or the negligence of RAW volunteers and/or others, the rules of play, or the condition of the premises or any equipment used. Importantly, because participating in **adventure-based activities such as; surfing, kayaking, body boarding, swimming, etc.** carries associated risks due to the **conditions in an ever changing and potentially dangerous environment**, I hereby waive any claims of liability against RAW for risks or events unknown or which are otherwise unforeseeable to me at this time.

3. Agree that prior to participating, I will inspect, or if a minor volunteer, I will instruct the parent and/or legal guardian to inspect, the facilities and equipment to be used, and if I believe, to the best of my ability, that anything is unsafe **or I am unable to perform the tasks required of me**, I and/or the minor participant will immediately advise **Ride a Wave Foundation, Inc.** of such condition(s) and refuse to participate.

5. Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.

6. Release, waive, discharge and covenant not to sue **Ride a Wave Foundation, Inc.**, its affiliates, their representative administrators, directors, agents, and other employees of the organization, other participants, volunteers, sponsoring agencies, sponsors, advertisers, their heirs, and if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.

7. Authorize and give my full consent to **Ride a Wave Foundation, Inc.** to copyright and/or publish any and all photographs, videotapes and/or film in which I appear without limitations or reservations.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

X _____
**Volunteer's Name, Date & Signature (PLEASE PRINT CLEARLY)
FOR VOLUNTEERS UNDER THE AGE OF 18**

This is to certify that I, as parent/guardian with legal responsibility for this volunteer, do consent and agree to his/her release as provided above of the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

X _____
Parent's Name, Date & Signature (PLEASE PRINT CLEARLY)