

## **NORTHEAST SURFING LLC LEGAL WAIVER AND RENTAL AGREEMENT**

**Terms of Agreement:** I (my child, children or legal guardian of minor under 18) Acknowledge That Surfing May Be Dangerous and I Accept and Assume Such Risk. I am aware that open water activities general, and surfing specifically, involve inherent risks. I (my child, children or legal guardian of minor under 18) may damage my belongings, get hurt, get injured, become ill, drown, or even die. I further acknowledge that I have voluntarily chosen to rent equipment or take surfing lessons, surfing camps, from Northeast Surfing LLC, partners, staff, employees, owners, or if the individual taking such lessons, academy, camps, or renting equipment is a minor, I have, as the minor's parent or legal guardian, voluntarily consented to such minor taking of such lessons, surfing clinics, or renting equipment. I know and fully understand that water sports and surfing is a dangerous outdoor activity in an uncontrolled natural environment with inherent risks and hazards, where serious accidents can occur, participants can sustain property damage, injuries, and illness and even die. I acknowledge and willingly and voluntarily assume all risks and hazards in surfing and beach related activities in all phases of these activities from the training sessions until the conclusion of the class, lesson, camps, or equipment rental period, including, but not limited to those involving, (1) loss of control of the surfboard, malfunction of the surfboard, falls from the surfboard or bike, collision with other participants, equipment, other surfboards, rocks, automobiles, and any other man made or natural obstacles, whether obvious or not. (2) Judgment, decision making and conduct of the instructors; (3) submersion in water, drowning; (4) encounters with animals, marine life, plant life, rocks and insects; (5) exposure to outdoor ocean environment, bacteria or microbes, extreme temperatures, sun, and inclement weather, including travel by foot or vehicle in any way related to this activity; (6) assistance in lifting and /or carrying surfing equipment; (7) rescue-related injuries; and (8) unavailability of immediate and appropriate medical attention in case of injury. I understand and acknowledge that the above list is not meant to be complete or exhaustive, and that other unforeseen and unanticipated risks, known or unknown, may also exist and result in damage, injury, illness, disease, or death. I (my child, children or legal guardian of minor under 18) in good physical and mental health, I (my child, children or legal guardian of minor under 18) am not under the influence of any drugs, alcohol, or other substances which may impair my swimming skills or my ability to take and follow instructions. I understand that the foregoing representations as to my physical condition are being relied upon by Learn to Northeast Surfing. I (my child, children or legal guardian of minor under 18) hereby agree to follow all rules, regulations, and instructions of Northeast Surfing Staff, surfing instructors, partners, owners, participating in this class, camps, lesson, or while renting, using, equipment from Northeast Surfing staff, surfing instructors, partners, owners. **Swimming / Bicycle Riding Ability:** I (my child, children or legal guardian of minor under 18) Knows How To swim and or ride bicycle and can Maintain Buoyancy In Open Water, or have balance on a bicycle. My, (my child, children or legal guardian of minor under 18) swimming / Bicycle skills are those of at least a novice and I can maintain the head above water / function on bicycle when the feet do not make contact with the ocean bottom / ground for periods of time. **Permission to Obtain Medical Assistance:** In the event of any injury, illness, emergency, accident or other harm sustained by me (or by the minor on whose behalf I am signing this document), I (my child, children or legal guardian of minor under 18) hereby give Northeast Surfing LLC, Staff, surfing instructors, partners, owners, any of its staff, or certified lifeguards (unless someone is present that legally represents myself, (my child, children or legal guardian of minor under 18) permission to obtain Medical Assistance. **Promotional Use of Images & Videos:** I hereby agree that Northeast Surfing may use film or photographic records of this surfing class, bicycles adventures, camps, or lessons for its promotional and/or commercial purposes without compensation to me. I understand any images, videos, obtained for commercial use will never include personal information, and Northeast Surfing does not share client's personal information. **Rentals and Equipment use** – Northeast Surfing LLC agrees to rent the following bicycles, surfboards, paddleboards, standup paddleboard paddles, GoPro's Video Cameras, wetsuits, baby and child bike tow devices, to the renter upon the condition that renter agrees to all terms and conditions set forth. **Acceptable Use of Rentals:** Renter agrees and acknowledges that he/she will be the sole operator of the bicycle, surfboard, paddleboard, paddleboard paddle, wetsuit, and or not limited to any other rental or lesson equipment and or not limited to any other rental or lesson equipment, in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by **NORTHEAST SURFING LLC**, and any applicable laws or regulations. Rental Equipment is NOT allowed to leave Massachusetts. **Condition of Rental Equipment:** The Renter shall return the bicycle, surfboard, paddleboard, paddleboard paddle, wetsuit, GoPro, and or not limited to any other rental or lesson equipment, to the designated return area clean and in the same condition as it was in when given to Renter, excepting ordinary wear and tear. Renter shall be responsible for any damage caused to the bicycle, surfboard, paddleboard, paddleboard paddle, wetsuit, and or not limited to any other rental or lesson equipment, during the rental period. Renter can be held responsible for up to the full cost of the rental equipment. Please return all equipment clean and in and same condition as it was rented. **Rental Late Return:** If Renter returns the rental equipment to the designated return area more than 15 minutes after the scheduled "Time Back," is responsible for another hour rental fee.

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS, AND ASSUMPTION OF RISK, AND FULLY UNDERSTAND ITS CONTENTS AND SIGN IT WITHOUT LEGAL REPRESENTATION PRESENT OF MY OWN FREE WILL. I HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND IT IS MY INTENTION THAT IT BE BROADLY CONSTRUED IN FAVOR OF NORTHEAST SURFING LLC.

**I AGREE Sign (18 +)** \_\_\_\_\_

PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

WHO TO NOTIFY IN CASE OF EMERGENCY \_\_\_\_\_ TEL# \_\_\_\_\_

Minor \_\_\_\_\_

Minor \_\_\_\_\_

Minor \_\_\_\_\_

Minor \_\_\_\_\_

(CAMPS) ANY MEDICAL CONDITIONS OR ALLERGIES WE SHOULD KNOW ABOUT \_\_\_\_\_

(CAMPS) Does anyone have any allergies YES \_\_\_\_ NO \_\_\_\_

IF YES: \_\_\_\_\_

----- **STAFF FILLS OUT THIS SECTION** -----

LESSONS  CAMPS  BIKE RENTALS  SURFBOARD RENTALS  
 PADDLEBOARD RENTALS  GOPRO RENTALS

**RENTALS: Inspect all equipment and fill our form:** Staff Initials: \_\_\_\_\_

**Time Out:** \_\_\_\_\_ Clean Y/N: \_\_\_\_\_ Helmet Y/N: \_\_\_\_\_

Damage Y/N: \_\_\_\_\_ Frame: \_\_\_\_\_ Rims: \_\_\_\_\_ Tires: \_\_\_\_\_

**Time In:** \_\_\_\_\_ Clean Y/N: \_\_\_\_\_ Helmet Y/N: \_\_\_\_\_

Damage Y/N: \_\_\_\_\_ Frame: \_\_\_\_\_ Rims: \_\_\_\_\_ Tires: \_\_\_\_\_

Other (explain): \_\_\_\_\_

Time Renting for: \_\_\_\_\_ ID SHOWN: Y / N CREDIT CARD Y / N