

# 20th Annual Newport Surf Classic

## May 18-19, 2019 at 54th St. Newport Beach

- A CONTEST BENEFITTING THE NHHS SURF TEAM -

Participant's Name: \_\_\_\_\_

Parent's Name: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Emergency: \_\_\_\_\_

Sex: Male Female Birth Date: \_\_\_\_\_ Grade: \_\_\_\_\_ Age: \_\_\_\_\_

### Circle the Division You Are Entering:

Elementary	Jr. High	High School
Open	Women's Open	30-40's
Masters	Longboard	Team

**Pre-Entry Fee \$35 until Wednesday May 15th // Beach Entry Day of Event \$40 (cash only)**

**\$35 for each extra division**

**Entry Fee includes T-Shirt, Raffle Ticket & Lunch**

**All results and photos posted on web site: [www.nhssurf.com](http://www.nhssurf.com)**

### Liability Release Indemnity Agreement & Agreement of Participation:

Surfing can be an enjoyable and exciting activity. However, like many recreational activities that require physical exertion, surfing carries with it the risk of physical injury. I, the below named **Participant** being above the age 18, or the **Parent** of the above named Participant who is under the age 18, and in consideration of participating in the a hereby agree as follows:

I acknowledge and understand that surfing is a hazardous and dangerous activity that require strenuous exercise and various degrees of skill and experience for different ocean conditions. **I UNDERSTAND THAT THESE ACTIVITIES CAN RESULT IN SERIOUS INJURY TO THE PERSON AND DAMAGE TO PROPERTY AND VOLUNTARILY ASSUME ANY AND ALL RISKS OF LOSS, DAMAGE, OR INJURY WHILE ENGAGING IN THE ACTIVITY OF SURFING.** I also understand that these risks, hazards, and dangers are further increased when other persons, whether of the same level of experience or skill or not, are using the same facilities.; I am aware of the risks, hazards and dangers of personal injury, death and disability inherent in viewing and/or participating in any surfing activity including that (i) I may be exposed to cold water (and possibly polluted water) and the sun for a long period of time; (ii) I will be physically exerting myself in ways I may or may not be accustomed; (iii) I may collide with another surfer (or other ocean-user) or his or her (or my own) board; (iv) I may collide with some other water-craft (including being run over by a jet ski or boat (including if it gets caught by a breaking wave)); (v) I may be driving, or be a passenger or be towed by, a powerful, high speed jetski or boat that may collide with me, another surfer, other watercraft or be dumped onto a shallow sandbank or reef; (vi) I may lose my balance and fall from my board onto a shallow sandbank or reef; (vii) I may be dumped by a wave onto a shallow sandbank or reef; (viii) I may be caught in a rip and dragged out to sea or into an area where the waves are breaking with high impact or onto rocks or a headland; (ix) traveling to, along and from the surfing venue, including air travel; (x) I may be exposed to rapid and adverse changes in weather, ocean and wave conditions; and/or (xi) I may be stung or bitten by an ocean creature, such as a bluebottle jellyfish, stingray or shark, (xii) I may suffer from rescue-related injuries; (xiii) I may not receive immediate and appropriate medical attention in case of injury and as a result I may aggravate an existing injury (especially shoulder injuries) or suffer serious injury, disease or death (including by drowning).

By participating in surfing activities and/or equipment provided by Burleigh Point Limited (Billabong) its related bodies corporate and any other person in conjunction with whom they conduct an event or provide any services, including but not limited to Surfside Sports and Newport Harbor High School, either at this time or in the future, I agree: (i) that **I participate at my own risk**; (ii) that the agreement for services provided to me by Billabong hereby totally **excludes any liability** that results from breach of any implied or express warranty that the services of Billabong will be rendered with due care and skill and excludes any implied or express warranty and any liability for their breach that any equipment provided by Billabong in connection with the surfing activities or separately will be fit for the purpose for which they are supplied; (iii) the Billabong has **no liability** to me for personal injury, disease or death arising from the services and/or equipment that Billabong provides to me; (iv) to irrevocably and unconditionally **releases** and forever discharges Billabong and its officers, employees and agents from all present and future claims (including claims in contract, tort or statute) which I may have against them; (v) to **hold harmless, defend, and indemnify** Billabong from all defense costs, including attorney's fees incurred in connection with any claims arising from the activities anticipated herein, including but not limited to those for bodily injury, wrongful death, or property damage, whether caused by or sustained by any minor under 18 years of age on whose behalf I am signing, or which I may have caused to spectators or other third parties, whether negligent or not, in the course of my participation in this activity; and (iv) acknowledges that Billabong may plead this risk warning, release and exclusion of legal liability as a bar to any claim or proceeding that arises out of or relates to any matter referred to in it.

This Agreement will be effective and binding upon my heirs, agents, personal representatives and assigns. This Agreement is governed by the laws of California, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of another jurisdiction. Any

dispute between the parties relating to this Agreement or its interpretation will be resolved by binding arbitration, in accordance with the commercial arbitration rules of the American Arbitration Association, in Orange County, California. The arbitrator(s) will be limited to awarding compensatory damages and will have no authority to award punitive, exemplary or similar type damages. **I UNDERSTAND THAT I AM GIVING UP THE RIGHT TO A JURY OR COURT TRIAL.**

If a court determines that any part of this risk warning, release and exclusion of legal liability is invalid or unenforceable then they are to be severed from the rest and all other parts are to be given full legal force and effect.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**I HAVE CAREFULLY READ THE FOREGOING AND ACKNOWLEDGE THAT I UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS. I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS REGARDING THIS AGREEMENT AND THE EFFECT OF THE SAME. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN SUBSTANTIAL RIGHTS THAT I MAY HAVE OR POSSESS.**

Participant's or Parents drivers license number: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Parent's Signature: \_\_\_\_\_

