



PURE WATER OUTPOST

RELEASE OF LIABILITY



Participant Name: _____ Birthdate: ____/____/____

Parent/Guardian Name (if participant is under 18): _____

Address _____

Phone (main) _____ (alternate phone) _____

Email Address _____

INFORMED CONSENT FORM, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (herein the "Release Agreement") between Participant and Pure Water Outpost LLC (herein known as PWO).

In consideration for being allowed to participate, I, the undersigned, understand that surfing, fitness and group instruction carry a degree of risk that no amount of care, caution, instruction, or expertise can completely eliminate. I have voluntarily enrolled in a surf and/or fitness training program(s) (herein known as "Program") offered through PWO. I recognize that the Program may involve strenuous physical activity including, but not limited to, surfing, flexibility, mobility, strength, stability, breathe techniques, body control, and other various fitness and sports activities (collectively, the "Training Activities").

I hereby affirm that I am in good physical condition and do not suffer from any known disability or condition which would prevent or limit my participation in the Program or Training Activities. I have been advised that an examination by a physician should be obtained by anyone prior to commencing a fitness and/or exercise program, or initiating a substantial change in the amount of regular physical activity performed. If I have chosen not to obtain a physician's consent prior to beginning the Program, I hereby acknowledge and agree that I am doing so solely at my own risk. I understand that it is my sole responsibility to participate in exercises that are appropriate for the current status of my health. If I have any questions or concerns about whether or not a particular activity is appropriate to my current health status, I understand it is my responsibility to ask my doctor if this activity is appropriate before I participate in such activity.

The information and contents of this course are for informational and educational purposes only. Nothing found on the PWO website, or in the Program is intended to be a substitute for professional or medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition or disorder. Reliance on any information provided by PWO is solely at your own risk.

I agree not to hold PWO and their directors, officers, employees, agents, contractors, representatives, sponsors, successors and assigns (collectively, the "Releasees") responsible for the actions or omissions of the other program participants. I have been informed, understand, and am aware that the Training Activities, including the use of equipment, are potentially hazardous activities. I also have been informed, understand, and am aware that the Training Activities involve a risk of injury and that I am voluntarily participating in these activities and using equipment with full knowledge, understanding, and appreciation of the dangers involved and freely accept and fully assume all such risks.

NOTICE REGARDING MEDICAL ADVICE

PWO DOES NOT PROVIDE MEDICAL ADVICE. PWO is an educational service that provides general health information and is intended only to assist users in their nutrition and exercise plan. PWO is not a medical organization and our staff will not give you medical advice or diagnosis. Nothing contained on the website or on social media should be construed as medical advice or diagnosis. The information and materials provided by us should not be interpreted as a substitute for physician consultation, evaluation, or treatment, nor as an endorsement of any Third Party Sellers products or services.

You are urged and advised to seek the advice of a physician before beginning any weight loss effort or exercise regimen. The Program is intended for use only by healthy adult individuals. If you think you may have a medical emergency, call your doctor or your local emergency response number immediately. PWO does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in the Program, I hereby agree as follows:

I hereby waive any and all claims, costs, liability and expense for any injury, loss or damage including death or dismemberment whether known or unknown, anticipated or unanticipated against the Releasees arising from my participation and enrollment in the Program or Training Activities. I voluntarily assume all risk of loss of life, personal injury, illness, or loss of property which may occur while participating in, or traveling to, or from, any sessions or events conducted by or sponsored by Pure Water Outpost or the "released parties".

I will not sue or bring legal action against the "released parties" and indemnify and hold harmless the "released parties" from all claims judgments and costs.

To hold harmless and indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Program or Training Activities. I agree to release from liability Pure Water Outpost, its owners, sponsors, independent contractors, assistants, the County of Brevard, the City of Indian Harbour Beach, and the state of Florida (hereafter the "released parties"), from any and all legal action, liabilities, or claims by myself, or any representatives, third parties or heirs, for any injury, death, or loss occurring to myself, my minor, or my property while participating in, or traveling to or from any session or event offered by the "released parties", including any loss of life, illness, personal injury, or damages which may occur as a result of the released parties negligence, any third party, any animal or wildlife, nature, or the conditions of the ocean, parking lot, and/or other premises.

This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Florida, United States, govern this agreement. You submit to the exclusive jurisdiction of the Courts of the State of Florida and any litigation involving the parties to this Release Agreement shall be brought solely within the State of Florida, United States.

By signing my name below, I attest that this release of liability is binding and cannot be changed by oral agreement. I also certify that I, or the minor I am registering for the program, can swim.

If signing for a minor, I hereby acknowledge by signing below, to be the lawful parent and/or guardian of the above mentioned minor and I therefore acknowledge my qualifications to sign the agreement on behalf of the said minor I am registering for the program.

THE UNDERSIGNED HEREBY ASSUMES ALL RISK OF INJURY OR HARM AS A RESULT OF THE ACTIVITIES SPECIFIED ABOVE AND AGREES TO RELEASE, INDEMNIFY, DEFEND, AND FOREVER DISCHARGE THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND CAUSES OF ACTION DUE TO DEATH, INJURY, LOSS, OR DAMAGE TO THE UNDERSIGNED. I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND IT. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY. BY ACKNOWLEDGING RECEIPT OF THIS DOCUMENT, I AM WAIVING CERTAIN RIGHTS I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE RELEASEES.

Participant Name (Printed): _____

Parent / Guardian Name (Printed): _____

Adult Signature: _____

Date: ____ / ____ / ____

Emergency Contact Name: _____

Emergency Contact Phone #: _____



www.purewateroutpost.com





PURE WATER OUTPOST

PHOTO RELEASE FORM



Pure Water Outpost has my permission to use my or my child's photograph publicly for promotional or communicative purposes. I understand that the images may be used in print publications, online publications, presentations, brochures, websites and social media. I also understand that no royalty, fee, or other compensation shall become payable to me by reason for such use.

(Printed Name of Participant)

(Signature of Adult, or Parent/Guardian of Student under age 18)

(Printed Adult Name, if different than Participant)

Address

City

State

Zip

Phone (main) _____ (alternate) _____

Email Address (optional) _____
(will be used for communication purposes)

Thank you!



PURE WATER OUTPOST

STUDENT PICK-UP / SELF-RELEASE FORM



Student Name: _____

This form contains 2 pages. Please complete separate forms for each child.

At the end of each session, a parent or other responsible party must sign each child out UNLESS the self-release option below has been chosen.

1. STUDENT SELF-RELEASE

With parent/ guardian approval, students will be allowed to self-release (to meet a parent in the parking lot, bike, walk, or skate home). However, for those who elect to self-release, students/parents will adhere to the following rules:

1. Only participants with a signed release are allowed to self-release.
2. Self-release students MAY NOT sign-out any other participants.
3. In the event of inclement weather and/or unsafe conditions, self-release privileges will be revoked resulting in parent / guardian having to come to the site for pick-up.
4. Self-release students will be dismissed each day when the normal session concludes.
5. Once dismissed, Pure Water Outpost will not be held responsible for that particular student.

Do you give your child permission to self-release him/herself either for walk/bike/skate home or for unsupervised pick up in the parking lot? YES NO

Parent / Guardian Printed Name: _____

Parent / Guardian Signature: _____ **Date:** ____/____/____

If you checked "Yes" to Self-release above, you do not need to complete the next section.

2. AUTHORIZED ADULTS

List ALL authorized adult(s) to whom the student may be released. **Parent(s)/guardian(s) must be included on this list.** Any adult listed on this form will be able to sign out your student with proper identification. Anyone not listed will be unable to do so. Your student will only be released to someone you have listed on this form, and physical sign-out must take place unless you have chosen the self-release option above.

| Authorized Adult Name | Preferred Phone # | Relationship |
|-----------------------|-------------------|--------------|
| | | |
| | | |
| | | |
| | | |
| | | |



2. AUTHORIZED ADULTS (CONTINUED)

Are there any custody requirements that we should be aware of? Yes No

If yes, please explain any custody concerns or requirements and attach supporting legal documentation.

I understand that any authorized adult listed on the previous page, including parent(s)/guardian(s), must present a current government issued photo identification upon the release of my student. Any changes to this list of authorized adults must be submitted in writing by the parent/guardian and include a signature and date in the morning during drop off.

Parent/Guardian Name (printed): _____

Parent/Guardian Signature: _____

Date: _____