

WARNING/LIABILITY RELEASE & AGREEMENT NOT TO SUE

I have received the equipment listed on this agreement and have been instructed on its use. I verify that the personal information on this ticket is correct. If at any time I feel the equipment is not functioning properly, I will stop using it and return it for inspection, repair or adjustments. I will not take said equipment out of the State of California and no person other than me (the undersigned) may use said equipment without first obtaining prior consent in writing.

I understand and agree that skimboarding and other water sports are hazardous activities, that INJURIES from various causes are INHERENT RISK of participating in these activities, and that injuries to any or all parts of my body are COMMON AND ORDINARY OCCURRENCE during these activities. I freely accept and ASSUME ALL RISKS OF INJURY OR DEATH that may occur while using this equipment.

To the fullest extent allowed by law, I agree to RELEASE FROM LIABILITY, and to INDEMNIFY AND HOLD HARMLESS the manufacturer and distributor of the equipment provided to me under this agreement, any involved water sport area, shop or service technician, and their owners, agents, employers and employees for any injuries, damages or death related to the use of this equipment. I FURTHER AGREE NOT TO MAKE A CLAIM OR SUE VICTORIA SKIMBOARDS AND/OR ITS AGENTS, SERVANTS OR EMPLOYEES FOR INJURIES OR DAMAGES RELATING TO THE USE OF THIS EQUIPMENT, whether such claim is based on NEGLIGENCE, breach of warranty, product defect or any other theory. I accept this equipment AS IS with no warranties, express or implied and agree to return all products in the same condition as it was rented. If there is damage to the product, I agree to pay for necessary repairs/replacement.

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT which supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but is not intended to assert any claims or defenses which are prohibited by law. If any part of this agreement is deemed void or unenforceable, the remainder shall be given full force and effect. The specific rights of the parties under this contract may vary from state to state.

I have read and understand, and agree to the terms of this Warning, Liability Release and Assumption of Risk Agreement

Skimboarder: _____
Signature

Date: _____

Skimboarder: _____
Print Name

Parent/Guardian *: _____
Signature

Date: _____

Parent/Guardian: _____
Print Name

* Parent or guardian signature must accompany minor signature