Encountering Jesus Waiver and Liability Agreement

PARTICIPATION AGREEMENT

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age: \_\_\_\_\_  
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_ Zip: \_\_\_\_\_\_ Telephone: (\_\_\_) \_\_\_\_-\_\_\_\_\_\_\_\_ E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME AND PHONE NUMBER OF PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY:

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: (\_\_\_\_\_)\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_

**Encountering Jesus and Catch the Wave** are non-profit entities designed to reach out to the community through various events some of which include water sports. By signing this agreement, I agree that my participation is entirely voluntary, and I agree to assume the risk and waive any rights to pursue Encountering Jesus and Catch the Wave and their representatives and co participant’s from any claim for injury or loss arising from my participation in the event. Further I affirm that I will abide by and agree to the requested safety measures requested by Encountering Jesus and Catch the Wave.

**ASSUMPTION OF RISKS:**

It is understood and agreed that water sports and activities pose certain inherent dangers and may behazardous, and I may be exposed to various concerns including but not limited to some of the following: unpredictable ocean, river or water currents, lightning, fire, hypothermia, hostile or aggressive wildlife, drowning, death, falls, fractures, concussions, dangerous or unanticipated weather, overexertion, overheating, injuries from my lack of fitness, physical competence or conditioning, equipment failures, or my failure to wear a personal flotation device or use other protective gear, and negligence of others; as a consequence of these risks and other risks associated with this rental and activity that may not be listed here, I may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged; hospital facilities, qualified medical care, and emergency medical evacuation may be delayed, limited, or unavailable during portions of the activity period; **Encountering Jesus and Catch the Wave** assumes no responsibility for providing medical care during the rental period, and I will be responsible to pay for any medical care and/or evacuation that I incur as a result of the risks inherent in water sport activities. I agree to assume all risks associated with this activity.

Encountering Jesus and Catch the Wave considers safety to be its utmost concern for participants. Once the participant leaves the safety of the shore and enters the water, he/she must be prepared to assume all risks associated therewith.

AFFIRMATION AND LIABILITY RELEASE THE UNDERSIGNED CERTIFY THAT THEY HAVE READ THE FOREGOING PRIOR TO THE SIGNING THEREOF AND AGREE AS FOLLOWS:

1. I hereby affirm that I understand the inherent dangers of the watersports I elect to participate in with 2. I hereby agree to indemnify and hold harmless Encountering Jesus and Catch the Wave and staff, and its representatives, from any and all liability for any harm, injury, death, or damages (physical, mental, or monetary), regardless of fault or negligence, which may occur while participating in this program or while participating in Encountering Jesus or Catch the Wave events.. This release shall be binding upon my family, heirs, and administrators.

2. The undersigned here by certifies that the participant is a proficient swimmer and agrees for the participant to be tested by Encountering Jesus and Catch the Wave staff to determine the participant’s level of swimming proficiency if requested. Participant agrees to wear a life vest in all water based acitivities  
3. I hereby agree to heed at all times the advice and instructions Encountering Jesus and Catch the Wave staff and to practice common sense water safety procedures.

4. To the extent provided by California Law, I also freely and voluntarily waive all claims for damages or loss to my person or property, or the person or property of third parties, that may be caused by an act, or failure to act, of Encountering Jesus and Catch the Wave or its agents and employees, and release Encountering Jesus and Catch the Wave from liability.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE:

Date: \_\_\_/\_\_\_/\_\_\_\_\_ Participant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_\_\_ Parent/Guardian (If under 18): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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OFFICE USE ONLY:

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Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Time Out:\_\_\_\_\_\_\_\_\_\_ Time In: \_\_\_\_\_\_\_\_\_