

**AGREEMENT AND LIABILITY RELEASE FOR SURFING, PADDLE BOARDING AND/OR OTHER
WATER SPORT LESSONS**

LIQUID DREAMS SURF SHOP, A MAINE CORPORATION

731 Main Street, Route 1

Ogunquit, Maine 03907

207-641-2545

&

171 Long Beach Ave.

York, Maine 03909

207-351-2545

www.liquiddreamssurf.com

WEEK 5

The Student or the Student's legal guardian on behalf of the Student, as the case may be, agrees as follows:

- 1) Liquid Dreams Surf Shop (hereinafter referred to as "LDSS") may take an imprint of the student's or in the event that the Student is under 18 years of age, the student's parent's or legal guardian's (hereinafter referred to collectively as "Student") major credit card and charge any and all lesson charges, damages to equipment, or losses against that credit card.
- 2) In the event any item of equipment being used by the Student is lost, stolen or damaged beyond reasonable repair, to be solely determined by LDSS, Student agrees that Lessor may charge Student's credit card the replacement value of the equipment so lost, stolen or damaged beyond reasonable repair.
- 3) If damage to an item of equipment utilized by Student is repairable, as solely determined by LDSS, LDSS may charge against Student's credit card either the reasonable estimated cost of repair or the diminution in the item's value, at LDSS's sole option. Student agrees that cracks, "dings", fin-breaks and holes are the equivalent of "damage" within the meaning of this agreement. Do not use the equipment in or around rocks as rocks can cause major damage to the equipment. Do not ride equipment with fins into shallow water as it may cause damaged to same.
- 4) The Student shall use the equipment in a careful and proper manner and shall comply with all laws, ordinances, and regulations relating to the possession or use of the property. The Student represents that he or she has been instructed in the safe operation of the equipment, appreciates the risks and dangers inherent in all water sports, including surfing, paddle boarding and bodyboarding, and agrees to observe all safety precautions.
- 5) **The Student hereby irrevocably waives, releases and agrees to hold harmless LDSS, its agents, instructors, employees, principals, servants and/or assigns from any claims of any kind that Student may have or may accrue for personal injuries, death or other damages incurred by Student on account of LDSS's agents', instructor's, employees', principals', servants' and/or assigns' negligence. This release shall operate as a bar and prohibition to any such claim asserted by the Student whether such injuries, damages or losses are directly or indirectly caused the negligence of LDSS's agents, instructors, employees, principals, servants and/or assign. Further, this release and waiver shall bar and prohibit any claims for damages for injuries suffered by the Student on account of LDSS's agents', instructor's, employees', principals', servants' and/or assigns' negligence in instructing and teaching the Student or the selection of the equipment to be used by the Student.**
- 6) In the event that any action or suit is filed against LDSS, its agents, instructors, employees, principals, servants and/or assigns on account of the actions of the Student in any way connected with Student's use of the equipment, Student agrees to indemnify and hold harmless LDSS, its agents, instructors, employees, principals, servants and/or assigns, for all damages LDSS its agents, instructors, employees, principals, servants and/or assigns are called upon to pay and, shall pay the reasonable attorneys' fees and costs incurred in such action by LDSS, its agents, instructors, employees, principals, servants and/or assigns.
- 7) No delay or omission to exercise any right, power, or remedy accruing to LDSS under this agreement shall impair any such right, power or remedy of LDSS nor shall it be construed to be a waiver of any such right; nor shall any waiver of any single breach or default by Student be deemed a waiver of any other breach or default.
- 8) This agreement embodies the entire agreement between the parties. It may not be modified except in writing signed by both parties. If any provision of this agreement is invalid, the remainder of the contract shall remain in full force and effect.

Dated the _____ day of _____, 20: ____ as to all signatures below.

Student (Student 18 or over) or
Parent/Legal Guardian of Student (Student under 18)

Liquid Dreams Surf Shop