

## Austin Windsurf School Participant Agreement of Risk

Participant's Name (print): \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Zip code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

In consideration of the services of Austin Windsurf School LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AWS"),

1. **I acknowledge that windsurfing, foil boarding, and stand up paddle boarding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties.** I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **The risks include, among other things:** Being hit by board or boat, sail, fin, other windsurfers or their boards, boats, trees, rocks, bottom of the lake/river/body of water, and other objects in and around body of water, which could result in cuts, bruises, or abrasions and concussions; sprains, broken bones, paralysis, even death; exhaustion, dehydration, sunburn; exposure to poisonous sea creatures; and accidental drowning.
2. I agree to **release, hold harmless and indemnify Austin Windsurf School, the City of Pflugerville, the City of Austin**, their advisory councils, officers, members, agents, employees, and insurers for any claims brought by the minor for any injury or damage resulting from any cause, including negligence, which arise out of participation in these programs. This release is binding as to any other persons, including family members, heirs, and executors. This release does not apply to gross negligence or intentional acts.

Furthermore, AWS employees have difficult jobs to perform. They seek safety, but are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions and the equipment used might malfunction.

3. I expressly agree and promise to accept all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
4. I certify that I have adequate insurance to cover any injury or damage I may have cause or suffer while participating. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
5. In the event that I file a lawsuit against AWS, I agree to do so solely in the state of Texas, and I further agree that the substantive law of Texas shall apply and that action without regard to the conflict of law rules of that state. I agree that if any portion of this

agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

6. I authorize the program organizers or their employees to sanction emergency treatment.

**My signature below means I have read, understood, and agree to the conditions and responsibilities as outlined in this Agreement.**

Signature of Participant: \_\_\_\_\_

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

PARENT'S OR GUARDIAN'S ADDITIONAL IDENTIFICATION

**(Must be completed for participants under the age of 18)**

In consideration of (print minor's name) \_\_\_\_\_ ("Minor") being permitted by AWS to participate in its activities and to use its equipment and facilities. All children under the age of 15 must have a parent present during a lesson. All children under the age of 18 must wear a lifejacket.

**Parent or Guardian:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Photo Release Form

I permit Austin Windsurf School LLC to use photos and quotes of the participant in their publications.

**My signature below means I have read, understood, and agree to the conditions and responsibilities as outlined in this Agreement.**

Signature of Participant: \_\_\_\_\_

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

### PARENT'S OR GUARDIAN'S ADDITIONAL IDENTIFICATION

**(Must be completed for participants under the age of 18)**

In consideration of (print minor's name) \_\_\_\_\_ ("Minor") being permitted by AWS to participate in its activities and to use its equipment and facilities. All children under the age of 15 must have a parent present during a lesson. All children under the age of 18 must wear a lifejacket.

**Parent or Guardian:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Renter's Agreement

I am aware of and familiar with the risks and dangers involved in windsurfing, foiling, and stand-up paddleboarding and that I am unsupervised during this activity. I am familiar with the type of vessel I am using and its operation. I am aware of the weather conditions and I am capable of properly handling the board and equipment under these conditions and guarantee the capability of any party or parties who may also handle it with my permission. I am a capable swimmer, and I will wear a lifejacket at any time of operation, as will my child. I will inspect the board and equipment before departure and will not depart unless I am certain of its soundness and good condition. If there is a maintenance problem, I will report it immediately.

**My signature below means I have read, understood, and agree to the conditions and responsibilities as outlined in this Agreement.**

Signature of Participant: \_\_\_\_\_

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

### PARENT'S OR GUARDIAN'S ADDITIONAL IDENTIFICATION

**(Must be completed for participants under the age of 18)**

In consideration of (print minor's name) \_\_\_\_\_ ("Minor") being permitted by AWS to participate in its activities and to use its equipment and facilities. All children under the age of 15 must have a parent present during a lesson. All children under the age of 18 must wear a lifejacket.

**Parent or Guardian:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_