

# Release and Waiver of Liability and Indemnity Agreement

(Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the SOULMARE INC / BUNGER SAYVILLE SURF CAMP Program indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below SOULMARE INC / BUNGER SAYVILLE SURF CAMP activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agreed that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
  2. I/WE fully understand and acknowledge that:
    - (a) There are risks and dangers associated with participation in SOULMARE INC / BUNGER SAYVILLE SURF CAMP events and activities which could result in bodily injury, partial and/or total disability, paralysis and death.
    - (b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
    - (c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
    - (d) There may be other risks not known to us or are not reasonably foreseeable at his time.
  3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
  4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the SOULMARE INC / BUNGER SAYVILLE SURF CAMP facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the SOULMARE INC / BUNGER SAYVILLE SURF CAMP event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the SOULMARE INC / BUNGER SAYVILLE SURF CAMP facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee"...FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs and next to kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.
  5. I/WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
  6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
  7. On behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.
- I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. BUNGER SAYVILLE SURF CAMP/SOULMARE INC/FIRE ISLAND NATIONAL SEASHORE/ SAYVILLE FERRY SERVICE/ SAILORS HAVEN CONCESSION STAND.

Name of Participant \_\_\_\_\_ Age \_\_\_\_\_

Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Participant Address \_\_\_\_\_  
\_\_\_\_\_

Parent or Guardian Signature \_\_\_\_\_ Phone \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

This Release and Waiver of Liability and Indemnity Agreement is provided by Francis L. Dean & Associates, Inc., a national provider of sports, leisure and entertainment insurance. For more information, please visit [www.fdean.com](http://www.fdean.com)

**Camp payments are non-refundable, we have assigned instructors for the campers prior to your scheduled day. Because of this, we do require a 24 hour cancellation policy. Cancellations that occur the night before or morning of, will not be refunded or made up. Once the camper boards the ferry, there cannot be any refunds or make up days, unless WE need to cancel the camp due to prolonged thunder and lightning. As a surf camp, it is always our intention to have campers in the water learning to surf or improving their skills. In the circumstance where camp is running and mother nature isn't co-operating in terms of ocean conditions or campers are uncomfortable, we can assure you that there will be plenty of beach activities to make up for the lack of surf!**

**The customer acknowledges and agrees that Bunger Sayville Surf Camp has no control in respect of the weather, surf or other physical conditions during any surf camp.**

Parent or Guardian Signature \_\_\_\_\_

Parent or Guardian Name \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

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# of Days Purchased \_\_\_\_\_ Paid \$ \_\_\_\_\_

1 Date Used: \_\_\_\_\_ Paid \$ \_\_\_\_\_

2 Date Used: \_\_\_\_\_ Paid \$ \_\_\_\_\_

3 Date Used: \_\_\_\_\_

4 Date Used: \_\_\_\_\_

5 Date Used: \_\_\_\_\_

6 Date Used: \_\_\_\_\_

7 Date Used: \_\_\_\_\_

8 Date Used: \_\_\_\_\_

9 Date Used: \_\_\_\_\_

10 Date Used: \_\_\_\_\_

11 Date Used: \_\_\_\_\_

12 Date Used: \_\_\_\_\_

13 Date Used: \_\_\_\_\_

14 Date Used: \_\_\_\_\_