

**Today's Date:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**Lesson Date/Time:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Cell/Phone Number:** \_\_\_\_\_ **Driver's License # & State** \_\_\_\_\_

**Mocean™ ATHLETE'S Information** (you must be 18 or older to complete this form )

No refunds on cancellations, or no shows!!!! No exceptions!! Waivers are required; If you are under 18 you must have a parent/guardian present to sign form(s). Driver's License and credit cards are required for all rentals/lessons!! (NO exceptions!!!!). Must be 16 years old to use a SUP / Stand Up Paddle Board! This form is valid for one year.

Credit Card Number	Name on Card	Expiration	3-4 CVV	Zip Code	Amount Charged \$

Name of person(s) renting or taking a class – use back if need more space	Age	Date of Birth

**MEDICAL INFORMATION & RELEASE CONSENT:** THE UNDERSIGNED ATHLETE OR THE PARENT/GUARDIAN SIGNING THIS FORM ON BEHALF OF A MINOR, HEREBY GRANTS PERMISSION IN CASE OF INJURY, TO HAVE A PHYSICIAN OR OTHER MEDICAL PERSONNEL PROVIDE MEDICAL ASSISTANCE AND/OR TREATMENT TO SAID ATHLETE.

**THE UNDERSIGNED ATHLETE WHO IS AGED 18 OR OVER, OR THE PARENT/GUARDIAN/PERSON SIGNING THIS FORM ON BEHALF OF AN ATHLETE YOUNGER THAN AGE 18, HEREBY ACKNOWLEDGES AND AGREES FOR HIM OR HERSELF OR, AS APPROPRIATE, ON BEHALF OF SUCH MINOR ATHLETE, AS FOLLOWS:**

I hereby represent and warrant that I am physically capable of participating in the specified event above. I acknowledge that there are certain inherent risks of injury (including death) and/or property loss or damage associated with many activities from such event. Safety is directly affected by my judgment and physical capabilities, often in a rapidly moving environment. It is my responsibility to stay within the limits of my own ability and good judgment. I agree to assume full responsibility for any/all personal injuries or harm of any kind or property damages which could arise, whether directly or indirectly, no matter how indirectly, from my participation in such event. I/we agree to take full responsibility for any injury (including death) or damage to personal property caused by me to any parties, including, without limitation, any officers, directors, employees, co-founder or member of Mocean, event/service (including its owners, officers, directors and employees) or any person volunteering or assisting with the service/event whether such injury is caused by accident, negligence of any kind or intentional or unintentional, or criminal, acts of any kind or nature. I AGREE NOT TO SUE and/or NOT TO TAKE ANY LEGAL ACTION OR MAKE ANY CLAIMS towards or against any officer, director, employee, co-founder, or member of Mocean, any event/service volunteers, the event host (including its owners, officers, directors, and employees) for any reason for any harm or injury suffered by me or caused by me to any other person or that results in any real or personal property damage. It is the intent of this agreement to protect Mocean and its members, co-founders, officers, directors, employees, and paid or volunteer staff and agents, event hosts, event volunteers, and their heirs, successors and assigns against all such claims, demands, liabilities, suits or other actions or cause of action whatsoever, whether alleging negligence intentionally tortious actions or otherwise.

I understand that surfing/skating/snowboarding other activities, events, training, and competitions are potentially hazardous activities and may subject me to the risk of severe injury and death, even if the advice and instructions of Mocean are followed. I FULLY ACKNOWLEDGE AND VOLUNTARILY ACCEPT THESE RISKS. Any injuries or loss of property that may occur while under the supervision of Mocean or event host/sponsor are not the responsibility of Mocean or its co-founders, officers, directors, members, paid employees or volunteer staff, event hosts or any of their officials or staff.

Photo Release: I give permission to Mocean, event/service hosts and their agents to take photographs and use photos and/or other digital reproductions for publication purposes, whether in electronic, print, audio or digital format for promotional and advertising purposes which may occur in any medium, including without limitation, social media. I also give permission to receive text, calls, emails, and other "social" media communications from or on behalf of Mocean and event hosts.

A concussion is a type of traumatic brain injury caused by a bump, blow or jolt to the head. Any athlete that is reasonably suspected of having sustained a concussion/traumatic brain injury (TBI) will be prohibited from further participation in the specified event above. The athlete cannot participate again in the specified event until evaluated and cleared to return in writing by a qualified health care provider trained in the evaluation and management of concussive head injuries. Anyone taking a surfing lesson or renting surfing equipment must know how to swim You agree that everyone using the equipment is/are excellent swimmers and the minor(s) are able to swim on their back, side and front without any difficulty and the minors are able to tread water and go underwater without holding their nose. You are aware that one of the greatest dangers associated with swimming and surfing is the risk of drowning.

The persons listed on this form have carefully read this form and understand it to be a legally binding release, hold harmless and indemnity agreement and they/I agree to abide by and behave in accordance with all the obligations, requirements, restrictions, and rules set forth in this form. We/I give permission and authorize Mocean or their agents to verify the information provided herein. We/I have read this agreement, fully understand its terms, understand that We/I have given up substantial rights by signing this form and We/I have signed it freely with full awareness of the risks and liabilities We/I may be undertaking. All service fees/fees for service, and other pre-paid events are non-refundable – even in the case of injury or weather.

**FEES: You agree to be responsible for all fees that will apply if any equipment is returned broken, stolen, or not returned on time or not returned in the same condition as used or rented. Fees: A. \$50 = Broken or lost Fin. B. \$800 = Lost or Stolen surfboard. C. \$2000 = Lost or Stolen SUP. D. \$100 for each ding/dent to any board. E. Lost Leash \$30. Late Fees: First 30 minutes late= \$15, for each additional 30 minutes late the fee is \$10 with a maximum Late Fee per day of \$150 per 24 hours. By signing this you give us a right to charge your card for lost/damaged or stolen equipment. You will also be reported to the police. Everyone agrees not to let anyone other than the people on this form use the equipment. Remember you are responsible for all FEES stated above!!!**

*If under 18, the parent, legal guardian or person listed above for the minor(s) named above has the legal right to consent to and, is authorized to sign above. That person hereby consents to the terms and conditions of this Release/Waiver and has agreed to sign the waiver and answer all the questions. COVID-19 has been declared a worldwide pandemic by the World Health Organization. By being listed on this form everyone is aware of the Covid-19 pandemic and everyone agrees to comply with all federal, state of Maine, and local orders, laws, and guidelines as of the date this form has been completed.*