

# TYPHOON LAGOON - JUNE 19<sup>th</sup>, 2010

- leaving 2:30AM from Ponce de Leon Mall parking lot, returning around 1PM
- \$65 for CSSA members, \$650 for non-members (membership is free, go to [www.christiansurfers.com/2/jointhemovement](http://www.christiansurfers.com/2/jointhemovement))
- bring only 1 board per person (please remove fins for easy packing)
- first 20 to pay for trip reserve their spot (please do this before June 19<sup>th</sup>)
- session will be shot by photo and video (free trip if you are a photo/videographer)
- turn in your signed release forms at our Thursday meetings, or send them by e-mail to [casey@christiansurfers.com](mailto:casey@christiansurfers.com)
- for more info, call Casey 904-315-9504



## Christian Surfers U. S. Participant Agreement, Release and Assumption of Risk (Required for all surfing and sport related activities)

In consideration of the services of Christian Surfers United States, 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 "CSUS"), I hereby agree to release, indemnify, and discharge CSUS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1) I acknowledge that surfing 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 the board, other surfers or their boards which could result in cuts, bruises, or abrasions, and concussions; hitting the bottom of the ocean; sprains, strains, broken bones, paralysis, even death; exhaustion, dehydration, sunburn, exposure to poisonous and/or carnivorous sea creatures; and accidental drowning.

Furthermore, CSUS employees have difficult jobs to perform. They seek safety, but they 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 being used might malfunction.

2) I expressly agree and promise to accept and assume 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.

3) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CSUS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of CSUS's equipment or facilities, **including any such claims which allege negligent acts or omissions of CSUS.**

4) Should CSUS or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5) I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damaging myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6) In the event that I file a lawsuit against CSUS, I agree to do so solely in the state of Florida, and I further agree that the substantive law of Florida shall apply in 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.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against CSUS on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant \_\_\_\_\_ Print name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

### **Parent's or Guardian's Addition Indemnification** (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by CSUS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless CSUS from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE E**  
**CONSENT AND RELEASE**

To: Walt Disney World Co. ("you" and "your")  
Post Office Box 10,000  
Lake Buena Vista, Florida 32830-1000

In consideration of the acceptance of my participation in surfing and related activities at *Disney's Typhoon Lagoon Water Park* ("Typhoon Lagoon") in the *Walt Disney World*® Resort, I agree to assume the risks incidental to such participation (which risks may include, among other things, fractures, contusions and drowning) and on my own behalf and on behalf of my heirs, executors and administrators, release and forever discharge you and your parent, subsidiary, related and affiliated companies, and their respective successors, affiliates, licensees and assigns and the directors, officers, employees and agents of each, of and from any and all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation in such activity, and further agree to indemnify and hold harmless each such party from and against any and all such liabilities, claims, actions, damages, costs or expenses including, but not limited to, attorneys' fees and disbursements and fees of other professionals. I understand that this Consent and Release includes any claims based on the negligence, action or inaction of any of the above released parties and covers bodily injury (including, without limitation, death) and property damage, whether suffered by me, before, during, or after such participation.

I am familiar with the rules and regulations governing the use of Typhoon Lagoon.

In addition, and in further consideration of my participation in surfing and related activities at Typhoon Lagoon, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, I hereby agree and consent to your photographing me and recording my likeness, voice, and sound, and I hereby grant to you and your parent, subsidiary, related and affiliated companies, and their respective successors, affiliates, licensees and assigns, forever and throughout the world, the right to use these photographs and records of my likeness, voice and sound, and to reuse or license the right to reuse such photographs and recordings, and my name, likeness and biography, as you may desire, in all media and in all forms, including digitized images, without further compensation to me or any limitation whatsoever. Each such photograph and recording shall be a work for hire and Walt Disney World Co. shall be deemed the sole owner of any copyright and/or trademark rights therein (and all applications, registrations and renewals resulting therefrom). If, however, the work is deemed not to be a work made for hire by a court of competent jurisdiction, then this Consent and Release shall constitute an irrevocable assignment of the worldwide copyright in the work to Walt Disney World Co.

This Consent and Release shall be binding upon me and my heirs, executors, administrators, personal representatives and assigns, and shall be governed by and construed under the laws of the State of Florida, without regard to conflicts of laws principles. Venue for any legal action shall be in Orange County, Florida, and jurisdiction shall be vested exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, or, if appropriate, in the Federal District Court for the Middle District of Florida, Orlando Division, and I waive my right to a trial by jury. This Consent and Release constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all previous agreements between the parties, whether written or oral, with respect to such subject matter.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Please provide address:

\_\_\_\_\_

**FOR THOSE UNDER AGE 18**

I hereby consent and agree to the above as the Parent/Legal Guardian of \_\_\_\_\_ (in which case "I", "me" and "my" as used therein shall refer to said minor).

\_\_\_\_\_  
Print name of Parent or Legal Guardian

\_\_\_\_\_  
Signature of Parent or Legal Guardian