

Participant waiver and release

READ BOTH PAGES BEFORE SIGNING. This agreement affects your legal rights, including the right to bring certain claims for ordinary negligence. Efoiling can cause serious injury, permanent disability, or death.

Participant full name

Age

Lesson date

Lesson location

Emergency contact name and relationship

Emergency contact phone

1 Activity covered

This agreement concerns my voluntary participation in the efoil lesson identified above with iFoil SoCal LLC, including instruction, equipment use, launching, riding, swimming, returning to shore, and related activity at the lesson site (the "Activity"). "Released Parties" means iFoil SoCal LLC and its members, managers, employees, instructors, contractors, agents, and volunteers acting on its behalf in connection with the Activity.

2 Risks I understand

Risks include falling; drowning or near-drowning; impact with the board, foil, mast, propeller, other riders, boats, docks, rocks, or submerged objects; cuts and entanglement; loss of balance or control; equipment, battery, or controller failure; currents, tides, waves, wind, changing weather, and poor visibility; cold or heat exposure; fatigue; wildlife and water contamination; and delayed rescue or medical care. These risks can arise unexpectedly. Safety equipment and instruction reduce some risks but cannot eliminate them or guarantee safety.

3 Safety responsibilities and voluntary participation

I can swim and am comfortable in open water. I will wear the required life jacket and helmet, follow the safety briefing and instructor directions, stay within designated boundaries, and avoid alcohol, drugs, or any other impairment. I will tell the instructor about concerns affecting my ability to participate safely, ask questions when unsure, and stop if I feel unsafe or unwell. I may decline or stop participation; the instructor may also stop unsafe participation.

4 Assumption of risk

I voluntarily choose to participate with knowledge of the risks described above and other foreseeable or unforeseeable risks associated with the Activity. To the extent permitted by applicable law, I assume those risks. This assumption does not excuse conduct expressly excluded from the release on page 2.

Release and signatures

Participant name (same as page 1): _____

5 Release of ordinary negligence claims

In consideration of being permitted to participate, I release the Released Parties from my claims for injury, death, or property loss arising from the Activity, **INCLUDING CLAIMS CAUSED BY A RELEASED PARTY'S ORDINARY NEGLIGENCE**, to the extent permitted by law. This includes ordinary negligence in instruction, supervision, equipment selection, inspection or maintenance, site selection, warnings, or emergency response. I agree not to bring released claims. This binds my estate and personal representatives only to the extent legally permitted.

This agreement does NOT release gross negligence, recklessness, intentional or willful misconduct, fraud, or violations of law or other liabilities that cannot lawfully be released.

6 Emergency assistance and applicable law

If unable to consent in an emergency, I authorize reasonable efforts to obtain emergency assistance and transport, as permitted by law. I am responsible for charges I legally owe, without waiving excluded claims. California law governs except where controlling federal law applies. Any unenforceable provision is severable; the remainder applies to the extent legally permitted.

7 Adult participant acknowledgment and signature

I am at least 18. I have read and understand both pages, had an opportunity to ask questions, and voluntarily agree to this waiver, assumption of risk, and release. I understand I am giving up certain legal rights.

Adult participant signature

Date

8 Parent or legal guardian consent for a minor

For riders under 18, complete this section instead of section 7. I am the minor's parent or legal guardian with authority to consent. I have read both pages and discussed the risks and rules with the minor. I consent to participation and the emergency assistance above. I agree to these terms and release my own claims under section 5. I agree and release claims on the minor's behalf only to the extent legally permitted. No nonwaivable right is waived.

Parent or legal guardian printed name

Relationship to minor

Parent or legal guardian signature

Date