

WELCOME TO NICHOLS SURF SHOP, INC.

Please print clearly and fill out completely

1. Date of lesson: _____
 2. Name: First _____ Last _____ M.I. _____
 3. Email: _____
 4. Mailing Address: Street or P.O. _____
 5. City: _____ 6. State _____ 7. Zip _____
 8. Phone(area code): _____
 9. Sex: (M, F) 10. Weight _____ 11. Age _____
 12. Occupation _____
 13. Emergency Contact: _____ 14. Phone: _____
 15. How did you hear about Nichols? (Circle all that apply)
 - a. Brochure _____ Where? _____
 - b. Phonebook _____
 - c. Magazine-Which One? _____
 - d. Internet-Which site _____
 - e. Drove by _____
 - f. Friend _____
 - g. Visited the shop _____
 - h. Other _____
 16. Is this your first lesson at Nichols Surf Shop, Inc. Yes No
 17. How many lessons have you had at Nichols Surf Shop, Inc.? _____
 18. Approximate dates of last lessons? _____
 19. May we add you to our email newsletter list (we DO NOT give out your email or information)?
Yes No
 20. Where do you vacation? _____
 21. Do you plan on continuing your training? Yes No
 22. How would you rate your services from reservations?
1. Poor 2. Average 3. Good 4. Outstanding
- Comments: _____

23. Where are you staying? _____
 24. What type of accommodations are you staying in?
1. Hotel 2. Condo 3. B&B 4. Campground 5. Relative 6. Friends 7. Day Trip

Please read and sign our weather procedure

There are no refunds due to weather or wind. Weatherchecks with no expiration date will be issued. Weatherchecks are transferable.

Thank you

Signature -- Printed Name: _____

RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS & ASSUMPTION OF RISK

In consideration for the renting, purchasing or leasing of a surfboard, skim board, kiteboard, windboard from Nichols Surf Shop, Inc. and/or the utilizing of the facilities, ground school, instruction, premises, and equipment of Nichols Surf Shop to engage in the sport of surfing, skim boarding, kite surfing, kiteboarding and windsurfing ground instruction, flight instruction and related activities, (hereinafter collectively called "Surfing", "Skim Boarding", "Kitesurfing", "Kiteboarding", or "Windsurfing") I hereby understand and agree to this Release of Liability, Waiver of Legal Rights and Assumption of Risk and to the terms hereof as follows:

1. I acknowledge that Surfing, Skim Boarding, Kitesurfing, Kiteboarding and Windsurfing is an action sport and State of the art equipment involving travel in three dimensions and such activity is subject to mishap and even injury to participants. I understand I may suffer a broken limb, paralysis or fatal injury while participating in the sport of Surfing, Skim Boarding, Kitesurfing, Kiteboarding, and Windsurfing. (Initial Here _____)
2. I further acknowledge that there are no warranties applicable to the purchase, rental or lease of surfboards, Skim boards, Kitesurfing, kiteboarding and windsurfing equipment by me and that all warranties whether expressed or implied are excluded. THERE S NO WARRANTY OR MERCHANTABILITY OR THAT THE SAID SURFING, SKIM BOARDING, KITESURFING, KITEBOARDING AND WINDSURFING EQUIPMENT IS FIT FOR ANY PURPOSE, and that I am accepting the said Surfing, Skim Boarding, Kitesurfing, Kiteboarding and Windsurfing equipment as is and I hereby acknowledge that I will personally examine the said Surfboard, Skim Board, Kitesurfing, Kiteboarding and Windsurfing equipment prior to my use of the same (Initial here _____).
3. I hereby RELEASE AND DISCHARGE Nichols Surf Shop, Inc., Charles (Chuck) Carter or Elisa Carter, the State of Florida, Volusia County and their officers, employees, instructors, pilots and owners of equipment and the land used for Surfing, Skim Boarding, Kitesurfing, Kiteboarding and Windsurfing (hereinafter collectively referred to as "RELEASED PARTIES"), from any and all liability, claims demands or causes of action that I may hereafter have for injuries/damages arising out of my participation in Surfing, Skim Boarding, Kitesurfing, Kiteboards and Windsurfing activities, including, but not limited to , losses CAUSED BY THE NEGLIGENCE OF THE RELEASE PARTIES (Initial Here _____).
4. I understand and acknowledge that Surfing, Skim Boarding, Kitesurfing, Kiteboarding and Windsurfing activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SURFING, SKIM BOARDING, KITESURFING, KITEBOARDING AND WINDSURFING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASE PARTIES (Initial here _____).
5. I further agree that I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in Surfing, Skim Boarding, Kitesurfing, Kiteboarding and Windsurfing activities (Initial here _____).

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6. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, and costs, including attorneys' fees, incurred in connection with any action brought as a result of my participation in Surfing, Skim Boarding, Kitesurfing, Kiteboarding and Windsurfing activities. Claims will be acknowledged only if filed in Volusia County, Florida courts. All Attorney & Court fees will be paid by claimant. (Initial here _____)
7. I will take full responsibility for, and hold harmless Released Parties for any injury that I may suffer or inflict upon others or their property as a result of my engaging in Surfing, Skim Boarding, Kitesurfing, Kiteboarding and Windsurfing activities. (Initial here _____)
8. I agree that I will operate the said Surfing, Skim Boarding, Kitesurfing, Kiteboarding and Windsurfing equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual (Initial here _____)
9. I have read and understood the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgement of the assumption of liability by me of all risks arising out of my engaging in Surfing, Skim Boarding, Kitesurfing, Kiteboarding and Windsurfing activities. (Initial here _____)
10. I further represent that this Release of Liability, Waiver of Legal Rights and assumption of Risk shall continue in full force and effect for so long as I engage in Surfing, Skim Boarding, Kitesurfing, Kiteboarding and Windsurfing activities which are in any way connected to or with the Released Parties (Initial here _____)
11. I further represent that I am at least 18 years of age, or that as the parent or (adult) legal guardian, I waive and release and all legal rights that may accrue to me, to my minor child or to the minor child for whom I am (adult) legal guardian, as the result of any injury that my minor child, the minor child for who I am (adult) legal guardian or I may suffer while engaging in Surfing, Skim Boarding, Kitesurfing, Kiteboarding and Windsurfing activities (Initial here _____)
12. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Rights and Assumption of Risks is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in Surfing, Skim Boarding, Kitesurfing, Kiteboarding and Windsurfing activities including any claims by the negligence of the Released Parties by any of the undersigned (Initial here _____)

DECLARATION OF FITNESS FOR SURFING, SKIM BOARDING, KITESURFING, KITEBOARDING & WINDSURFING

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during these activities:

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addition, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

Even if I have a health condition as stated above of which I am unaware, by signing this form, I still choose to participate in the Surfing, Skim Boarding Kitesurfing, Kiteboarding and Windsurfing activities and agree to waive all responsibilities to all parties mentioned in the Surfing, Skim Boarding, Kitesurfing, Kiteboarding & Windsurfing Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement, which I have already signed, concerning any consequences that would result from my actions.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of these activities, I will notify the instructor immediately.

I HAVE READ THE ABOVE DECLARATION, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM

Signature of Adult Applicant Printed Name Date

Address of Adult Applicant Phone #

Signature of Parent or Guardian Printed Name Date

If Participant is a minor, and by their Signature, they on my behalf release all Claims that both they and I have

Address of Parent or Guardian Phone #

Name of Minor (Please print) Date

IF YOU CANNOT SIGN THE ABOVE DECLARATION BECAUSE OF ANY OF THE ABOVE CONDITIONS, YOU MUST NOTIFY THE INSTRUCTOR BEFORE COMMENCING ANY ACTIVITY

Attention of the Instructor/Authorized Insure Only (Counter-Sign upon full and correct completion)

Counter-Signature of Authorized Insured Printed Name of Authorized Insured Date