



## WELCOME TO NICHOLS SURF SHOP, INC.

Please print clearly and fill out completely:

1. Date of lessons: \_\_\_\_\_
2. Name: First \_\_\_\_\_ Last \_\_\_\_\_
3. Email: \_\_\_\_\_
4. Street Address: \_\_\_\_\_
5. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
6. Phone: \_\_\_\_\_
7. Sex: M  F
8. Weight: \_\_\_\_\_
9. Age: \_\_\_\_\_
10. Occupation: \_\_\_\_\_
11. Emergency Contact: Name \_\_\_\_\_ Phone \_\_\_\_\_
12. How did you hear about Nichols? ( Check all that apply ):  
 Brochure (where) \_\_\_\_\_  Phonebook  
 Magazine (which one)  Internet (which site or search term)  
\_\_\_\_\_  
 Social Media (which platform) \_\_\_\_\_  
 Drove by  Friend  Other \_\_\_\_\_
13. Is this your first lesson at Nichols Surf Shop? Yes  No

14. If yes, how many lessons have you had? \_\_\_\_\_
15. If yes, approximate date of lessons: \_\_\_\_\_
16. May we add you to our newsletter email list (we do NOT share your information)  
yes  no
17. Where you you vacation? \_\_\_\_\_
18. Do you plan on continuing your training? yes  no
19. How would you rate your services from reservations?  
poor  average  good  outstanding
20. Where are you staying while in Florida? \_\_\_\_\_
21. What type of accommodations are you staying in?  
hotel  condo  B&B  Air B&B  Campground  Relative  Friend  Day-trip

Please sign and read our weather procedure:

There are no refunds due to weather or wind. "Weatherchecks" will be issued for you to use at another time and are not transferable.

Thank you.

Signature:

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## RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS & ASSUMPTIONS OF RISKS

In consideration for the renting, purchasing or leasing of a surfboard, skimboard, kiteboard, windboard from 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 Assumptions 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, skimboards, kitesurfing, kiteboarding, and windsurfing equipment by me and that all warranties whether expressed or implied are excluded. THERE IS NO WARRANTY OF MERCHANTABILITY OR THE THE SID 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 said equipment prior to the 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 Wind Surfing (herein after 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, Kite-boards, 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, kite surfing, kite boarding, and windsurfing activities have the inherent dangers that no amount of care, caution, and 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 KITE SURFING KITE BOARDING AND WINDSURFING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. (initial here: \_\_\_\_\_)
5. I further agree that I WILL NOT SUE OF MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in surfing, skim boarding, kite surfing, kite boarding, and windsurfing activities. (initial here: \_\_\_\_\_)

6. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, and costs including attorney fees, incurred in the connection with any action brought as a result of my participation in surfing, skim boarding, kite surfing, kite boarding and windsurfing activities. Claims will be acknowledged only if filed in Volusia County, Florida courts. All attorney and 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 and 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 to not 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, kite surfing, kite boarding, and windsurfing activities. (initial here: \_\_\_\_\_)
10. I further represent that this Release of Liability, Waiver of Legal Rights, and assumption of Risk all 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 anyway connected to her 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 any 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 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 under-signed. (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 addiction, recent back injury, arthritis and/or 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, kite surfing, kite boarding, and windsurfing activities and agreed to waive all responsibilities to all parties mentioned in the surfing, skim boarding, kite surfing, kite boarding, and windsurfing Release of Liability Waiver of Claims, Express Assumption of Risk and Indemnity Agreement, which I have already signed concerning any consequences that would results from my actions.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if any 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.

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Signature of Adult Applicant

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Printed name

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Date

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Address of Adult Applicant

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Phone #

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Signature of Parent or Guardian

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Printed Name

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Address of Parent or Guadian

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Phone #

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Name of Minor (please print)

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Date

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

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

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Counter-signature of Authorized Insured

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Printed Name of Authorized Insured

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Date