



West Gilgo Inc.
D/B/A Thrust Camp
4061 – 12 Bay Walk
West Gilgo Beach, NY 11702

SIGN UP FORM. Please complete prior to lesson or camp.

Student Name: _____

Age: _____ Height: _____ Weight: _____

Address: _____

Contact Phone Number(s): _____

2nd Contact Phone Number(s): _____

Contact Email Address: _____

Persons Authorized to Pick Up Minor: _____

Emergency Contacts: _____

Insurance Company: _____ Policy Number: _____

Family Doctor: _____ Phone Number: _____

Known Medical Conditions: _____

Personal Questions:

HOW WELL CAN YOU SWIM? (1 poorly, 5 very well) 1 [] 2 [] 3 [] 4 [] 5 []

HAVE YOU EVER SURFED BEFORE? Yes [] No []

HAVE YOU EVER HAD A LESSON WITH THRUST CAMP BEFORE? Yes [] No []

HOW DID YOU HEAR ABOUT THRUST CAMP?

***** NOTICE**

BE AWARE THAT YOU MAY ATTEND THE BEACH ONLY AS THE REGISTERED GUEST OF THRUST CAMP. YOU ACKNOWLEDGE AND AGREE TO FOLLOW ALL RULES AND REGULATIONS SET FORTH BY BOTH THRUST CAMP AND THE HOST BEACH/COMMUNITY. NO LITTERING, NO EXCESSIVE NOISE, NO LOITERING AFTER LESSON OR CAMP IS OVER. YOU MAY PARK ONLY IN REGISTERED PARKING AREAS.

RELEASE AGREEMENT

Each of the undersigned (called a "**Participant**" or "**I**") has asked **West Gilgo Inc. D/B/A Thrust Camp**, a New York State S Corporation (the "**Company**"), to give instruction in surfing and provide related equipment and services (called collectively the "**Instruction Services**"). Since the Company's charges for this are modest compared to the risks of harm to Participants from surfing, swimming and related activities (the "**Activities**"), each Participant must enter into this Agreement before the Company will perform Instruction Services.

For valuable consideration, which has been received, **THE COMPANY AND EACH PARTICIPANT HEREBY AGREE AS FOLLOWS:**

1. **Instruction Services.** The Company will provide Instruction Services to one or more Participants. I will comply with all of the Company's rules and recommendations related to Instruction Services, which may change from time to time and without notice.
2. **Assumption of Risk.** Surfing and swimming in the ocean present inherent risks from many obvious and non-obvious hazards including but not limited to ocean currents, swells and waves, underwater objects, reefs, rocks, piers and pilings, other surfers, swimmers and beachgoers, boats and other water craft, and marine life and organisms. **SURFING AND SWIMMING ARE DANGEROUS SPORTS, AND THE RISKS OF HARM CANNOT BE ELIMINATED. I UNDERSTAND THESE RISKS AND VOLUNTARILY ASSUME ALL RISKS RELATED TO SURFING AND INSTRUCTION SERVICES PROVIDED BY ANY RELEASED PARTY**, including without limit risks of death, paralysis, bodily injury, loss, property damage, falls, collisions with stationary objects, the unavailability of emergency medical care and negligent and deliberate acts and omissions of any person.
 - a. **Release from Liability; Indemnification; Agreement Not to Sue.** To the maximum extent permitted by applicable law, **I HEREBY:**
 - b. **RELEASE AND DISCHARGE** West Gilgo Beach, Town of Babylon, Village, Hamlet, Community, and/or Association, the Company and each of its owners, officers, employees, representatives, instructors and agents (all of whom are called individually a "**Released Party**" and collectively the "**Released Parties**") **from each and every claim, injury, loss, damage, cost or expense now existing or hereafter arising from any breach of duty owed by any Released Party to any Participant related to or arising from (i) any Instruction Services, this Agreement or any other service provided by any Released Party and/or (ii) any activity in which any Participant engages in connection with surfing (all such claims, injuries, losses, damages, costs and expenses being called the "**Released Claims**"), whether involving death, bodily injury, property damage, consequential or incidental damages or otherwise.**
 - c. **INDEMNIFY AND HOLD EACH RELEASED PARTY COMPLETELY HARMLESS** from any liability or obligations arising, with respect to any Released Claim, and from all defense costs including without limit, reasonable attorney fees in connection with defending any Released Claim; and
 - d. **COVENANT NOT TO SUE.** In consideration of the Company providing Instruction Services, the undersigned Participant hereby agrees to forego all suits or legal action in any court against any Released Party on account of or in connection with any Released Claim.
3. **Rights to Photographs and Films.** I authorize the Company to take and use the name, voice, photographs, videotapes, audiotapes and other visual and audio recordings of each Participant for the purpose of advertising, without compensation to any Participant. I agree that all such recordings may be used, and licensed to others, in promotional literature or publicity for the Company or any of its owners in any medium, together with any sound effects selected by the Company. I hereby waive any rights of publicity in connection with this.
4. **Health Matters.** As a condition precedent to receiving Instruction Services, I represent to the company that I am physically and mentally fit, in good health, a competent swimmer and do not have or suffer from any physical or mental disease, illness or condition, which might endanger my life or the lives of other during my participation in any surfing or related activities. If I have a health



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condition of which I may be unaware, I choose to participate in the activities with the Released Parties and waive all responsibilities of any Released Party for any consequences arising from my activities. If I feel ill or unwell or have any physical or mental complaints or sustain any injury, I will immediately notify the Released Party who is giving me instruction.

5. **Authorization for Health Services.** I hereby authorize each Released Party to perform first aid on me and each other Participant if certified to do so, and obtain medical assistance whenever the Released Party deems appropriate. I authorize any physician, dentist, nurse, hospital, ambulance or other health-care professional who responds to any request by any Released Party to order and perform such health-care services as such person or entity deems necessary or appropriate for me or my child. All fees, costs and other expenses of such services, including without limit ambulance, hospital, laboratory and doctor fees and charges, shall be my sole responsibility.

6. **Other Terms.** This Agreement legally binds me, my minor children and my heirs, executors and administrators and is for the benefit of each Released Party and its successors and assigns, heirs, executors and administrators. No term of this Agreement may be amended, waived or otherwise altered except in writing signed by each Participant and the Company. All information about each Participant in this Agreement is correct. This Agreement is intended to be as broad and inclusive in protected Released Parties as permitted by applicable law. If any term is held invalid, all other terms shall remain in full force and effect. This Agreement contains my entire agreement with the Released Parties and I am not relying on any representation or statement or inducement not contained in this Agreement. **I represent that I am at least 18 years of age (or a parent or legal guardian of each Participant who is not 18 years of age) and have duly signed this Agreement for myself and each such Participant, and each reference in this Agreement to "I" includes me and each minor Participant who is my child or for whom I am signing as guardian.**

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT WHICH INCLUDE THE WAIVER OF ONE OR MORE LEGAL RIGHTS, ASSUME THE RISKS AND INDEMNIFY THE COMPANY AGAINST ALL LIABILITY FOR MYSELF AND EACH NAMED MINOR. I SIGN THIS AGREEMENT OF MY OWN FREE WILL AND AGREE TO BE LEGALLY BOUND BY IT.

DATE: _____

Signature of Adult Participant

Name of Minor Participant*
The Parent or Legal Guardian
below is signing on behalf of the
named Minor Participant.
Age of Minor: _____

Name of Adult Participant
(Please Print)

Signature of Parent or Guardian

Name of Parent or Guardian
(Please Print)

**ACCEPTED AND AGREED TO:
WEST GILGO INC. D/B/A THRUST CAMP**

By _____
Authorized Officer or Agent

*A separate Release Agreement must be signed for each Minor Participant.