

# Jetset Surf Shops 3rd Annual Skim Competition

## “WAR ON THE SHORE”

October 29<sup>th</sup> 2011

LOCATION: Marco Island Marriott Beach Resort  
400 South Collier Blvd. Marco Island, FL 34145

### PARTICIPANT INFORMATION:

NAME: \_\_\_\_\_

AGE (AS OF 10/29/2011): \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ E-MAIL: \_\_\_\_\_

CIRCLE DIVISION: 13 & UNDER 14-17 18+ GIRLS: 16& UNDER 17+

EXPRESSION SESSION: (OPEN TO ALL)

### PAYMENT (CASH ONLY ACCEPTED IN PERSON)

CHECK ONE: CASH \_\_\_\_\_ CHECK \_\_\_\_\_

AMOUNT: \$25 ENTRY FEE IN-ADVANCE/AT THE BEACH

**ENTRY DEADLINE:** ENTRY FORMS AND FEES MUST BE RECEIVED BY JETSET SURF SHOP AT 674 BALD EAGLE DR. MARCO ISLAND, FL 34145. ALL **PRE-REGISTERED** CONTESTANTS **MUST** HAVE PAPERWORK AND PAYMENT IN NO LATER THAN **10-29-11** AT 9PM. PAPERWORK MAY BE FAXED TO 239-394-1266. (ALL APPLICANTS UNDER THE AGE OF 18 MUST HAVE PARENT OR GUARDIAN SIGN IN PERSON)

**1<sup>ST</sup> HEAT FOR THE CONTEST STARTS AT 8AM SHARP!!** CONTESTANTS ARE ADVISED TO SHOW UP EARLY TO AVOID MISSING THEIR HEATS. THERE WILL BE A BEACH CLEAN UP IMMEDIATELY AFTER THE CONTEST FOR ALL TO PARTICIPATE. BE PREPARED TO BE AT THE BEACH ALL DAY.

YOU MAY CONTACT AUSTIN OR RAGAN WITH ANY QUESTIONS:

[AUSTIN@JETSETSURFSHOP.COM](mailto:AUSTIN@JETSETSURFSHOP.COM)

[RAGAN@JETSETSURFSHOP.COM](mailto:RAGAN@JETSETSURFSHOP.COM)

JETSET SURF SHOP  
674 BALD EAGLE DR.  
MARCO ISLAND, FL 34145  
PHN: 239-394-5544  
FAX: 239-394-1266

**JETSET SURF SHOP, A DIVISION OF ISLAND SURF INC.**  
**SKIMBOARD CONTEST**

**WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING.  
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

The person who is assisting with, taking part in, attending, or competing in the JETSET SURF SHOP, DIVISION OF ISLAND SURF INC. SKIMBOARD CONTEST shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older **OR** it means both the PARTICIPANT and the PARTICIPANT's parent or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that attending, assisting with, and preparing for the JETSET SURF SHOP, DIVISION OF ISLAND SURF INC. SKIMBOARD CONTEST as well as taking part in the JETSET SURF SHOP, DIVISION OF ISLAND SURF INC. SKIMBOARD CONTEST, competing in the JETSET SURF SHOP, DIVISION OF ISLAND SURF INC. SKIMBOARD CONTEST, and skimboarding and swimming in general (hereinafter the "EVENT") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the EVENT and that **INJURIES AND/OR DEATH** may result from engaging, participating, practicing for, and competing in the EVENT. THE UNDERSIGNED agree and understand that risks include, but are not limited to: head, neck and back injuries, broken bones, drowning, shark and other animal attacks, and other physical injuries common to skimboarding as well as varying weather and visibility conditions, hidden or visible obstacles, broken glass, rocks, as well as the physical condition of the PARTICIPANT, dehydration and collision with other participants.

In consideration of allowing the PARTICIPANT to participate in the EVENT, THE UNDERSIGNED hereby agree to **ASSUME ALL RISKS** associated with the PARTICIPANT's participation in the EVENT. Additionally, THE UNDERSIGNED agree to **HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** Surf Associates, and JETSET SURF SHOP, DIVISION OF ISLAND SURF INC., their affiliated organizations and companies, their insurance carriers, each of their respective agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") for **ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the PARTICIPANT's participation in the EVENT, **including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE OR BREACH OF any express or implied WARRANTY.**

THE UNDERSIGNED take full responsibility for any injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of the EVENT. By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any RELEASED PARTY and agree they are **releasing any right to** make a claim or **file a lawsuit** against any Released Party. THE UNDERSIGNED further **AGREE TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD PARTY arising in whole or in part from the PARTICIPANT's participation in the EVENT. THE UNDERSIGNED agree to pay all costs and attorneys' fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of THE UNDERSIGNED.

THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED represent that they have or will inspect the contest and surrounding area prior to practicing for or participating in the EVENT. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon PARTICIPANT's transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for PARTICIPANT. Further, THE UNDERSIGNED **agree to pay all costs** associated with such medical care and related transportation provided for PARTICIPANT and **shall indemnify and hold**

**harmless the RELEASED PARTY from any costs incurred therein, or any claims originating therefrom.**

In consideration for allowing the PARTICIPANT to participate in the EVENT THE UNDERSIGNED agree that **ANY AND ALL CLAIMS** for injury and/or death arising from the PARTICIPANT's participation in the EVENT shall be **GOVERNED BY FLORIDA LAW**.

In the case of a minor PARTICIPANT, the undersigned parent or legal guardian consents to PARTICIPANT's participation in the EVENT and acknowledges that he/she is also signing this release on behalf of the minor PARTICIPANT and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, **by signing this release as the parent or legal guardian of a minor PARTICIPANT, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have.** The undersigned parent or legal guardian agrees that but for the foregoing, the minor would not be permitted to participate in the EVENT.

By signing this release without a parent or guardian's signature, the PARTICIPANT represents that he/she is at least 18 years of age, or, if signing as the parent or guardian of the PARTICIPANT, you represent that you are the **legal** parent or guardian of the minor PARTICIPANT.

THE UNDERSIGNED agree and understand that this release is applicable to each and every day PARTICIPANT participates in the EVENT.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

**I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.**

\_\_\_\_\_  
Printed Name of PARTICIPANT

\_\_\_\_\_  
Signature of PARTICIPANT  
Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian #1

\_\_\_\_\_  
Signature of Parent/Legal Guardian #1  
Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian #2

\_\_\_\_\_  
Signature of Parent/Legal Guardian #2  
Date

Emergency Contact: \_\_\_\_\_ (      ) \_\_\_\_\_  
NAME/RELATION TELEPHONE

**DANGEROUS ACTIVITIES ON RESORT PREMISES OR INTEREST  
RELEASE AND INDEMNIFICATION FORM**

In consideration of value received and the right to engage the activity of "Skim Boarding" relating to the Marco Island Marriott Beach Resort and Spa property or interests,

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(Person's Name)

for himself, herself or itself, his/her/its heirs, successors, and assigns, does hereby release and forever discharge the Marco Island Marriott Beach Resort and Spa, its owner and Marriott International, Inc., its subsidiaries and affiliates, and their officers, agents and employees from all manners of action, causes of action, suits, debts, damages, or claims and demands of any type or kind whatsoever that may arise on account of, any reason or cause, injury or death, whatsoever, occurring from, connected with, or originating from all actions in connection with the activity of "Skim Boarding" relating to the Marco Island Marriott Beach Resort and Spa or its interests, on or about October 29, 2011.

Furthermore, \_\_\_\_\_ agrees to indemnify, defend and hold harmless and blameless the above-named parties from and against all liability, claims, suits, demands, damages, judgments, costs and expenses to which any of the above-named parties may be subject by reason of any claim for, any injury to, or death of any person or persons for damage to property or otherwise arising from or in connection with the activity described above.

Dated this \_\_\_\_\_ day of October 2011

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(PrintedName)

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Signature