

## 2019 TYBEE WATERSPORTS CLUB (TWC)

Youth (ages 6-14) will interact with the ocean to learn about ocean conservancy, marine animals, ocean safety, water quality, marine ecology and mostly, have FUN! Daily activities include a variation of kayaking, stand-up paddle boarding, surfing, fishing, beach cleanups and ocean education.

This is a two hour after school program that is outfitted by Tybee Surf Lessons and taught by local business people, volunteers, and professional educators. While the program will be based on Tybee Island, we may venture to neighboring beaches such as Little Tybee to better learn about the environment. This afterschool program will be both geared towards learning fun and exciting new ocean sports, while complementing each day with ocean education. By learning sports that help connect to the ocean and its vastness beyond, we will give your club members a chance to build confidence in the water while giving them a unique perspective to experience the ocean.

Our goal is to inspire, challenge, create confidence and love for our ocean. Lessons will include:

- Learn Stand-up paddle boarding basics and tour the marshes for marine wildlife and migration topics specific to Tybee Island.
- Kayak tours of Lazaretto Creek and surrounding areas, to visit the oyster beds and learn about different evolutionary differences between our local birds, etc.
- Surf and body surf off North and South beach jetties to remind the club members to gain and maintain respect for the ocean. Build team awareness and become stronger through challenging sport activities.
- More activities will be added as more local businesses come forward to get involved
- Depending on the day & instructor availability, each session has a maximum of 5 members to one instructor (5:1 ratio). Most club sessions will run various afternoons from 4pm-6pm. See Calendar for available club dates.

### CLUB MEMBER RATES

\$25 per session per child

\$40 for 2 children per session

### HOW TO SIGN UP

Fill out this form and place in an envelope with payment & participant form, for your child to bring on first day of activity or mail it to PO BOX. Be sure to include the signed Participant Form! Child cannot participate unless a Participant Form is signed & turned in on first day or participation.

**What to bring:** bathing suit, towel, leggings or yoga pants (for jellyfish), club water bottle

**Where to meet?** Updates on activity locations will be posted weekly on Facebook Page ( see link below/be sure to join and follow it!)

**Can I come too?** Yes! We love having parents hang with us after school; however, you will be responsible to cover your own expenses at activities.

**Please fill out below:**

PARENT/GUARDIAN NAME: \_\_\_\_\_ PARENT EMAIL: \_\_\_\_\_

PARENT CONTACT #: \_\_\_\_\_ EMERGENCY # \_\_\_\_\_

CHILD NAME(S) & AGE(S): \_\_\_\_\_

CHILD WEIGHT(S): \_\_\_\_\_ SCHOOL ATTENDED: \_\_\_\_\_

IS THE CHILD COMFORTABLE SWIMMING IN THE OCEAN? Please circle one or explain below. YES NO PARTIALLY

\_\_\_\_\_

ANYTHING WE SHOULD KNOW ABOUT YOUR CHILD/OTHER:

\_\_\_\_\_

How did you hear about the Tybee Watersports Club? \_\_\_\_\_

Picture/Video Consent: I give permission for my child to be photographed and allow the use of their images and/or video in any publicity related to Tybee Surf Lessons, LLC and/or Tybee Watersports Club. Picture/Video Consent Initials: \_\_\_\_\_

**Be sure you join the Tybee Watersports Club (TWC) FACEBOOK PAGE:**

<https://www.facebook.com/groups/TybeeWatersportsClub/>

You may mail in forms and payment as long as they are received before your child participates in Tybee Watersports Club Activities.

**\*\* TURNER HORTON PO BOX 832 TYBEE ISLAND, GA 31328 \*\***

**Tybee Surf Lessons LLC Participant Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement.**

READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING THIS AGREEMENT, WHICH CONSTITUTES AN EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH SPORT, VENUE USE, AND RELATED ACTIVITIES

I, \_\_\_\_\_ (print) do hereby affirm and acknowledge that I have been fully informed and am well aware of the inherent hazards and risks associated with my participation in Tybee Surf Lessons and/or Tybee Watersports Club, including, but not limited to, those involved in traveling to and from activity sites or facilities, participation in Tybee Surf Lessons and/or Tybee Watersports Club activities, and/or the use of any and all equipment related to such activities.

**Inherent hazards and risks of participation include, but are not limited to:**

1. Risk of injury or illness due to activities taking place outdoors and in natural elements, including the ocean, beaches, and the surrounding area.
2. Risk of injury or illness due to equipment failure and/or malfunction or misuse of my own or other's equipment.
3. Risk of injury or illness caused by falls or other mishaps due to variation in and/or steepness of terrain, variation of changes in surfaces, encounters with obstructions or nuisances, whether natural or man-made, including, but not limited to, surfaces, holes, rocks, stumps, debris, cliffs, trees, fences, posts, poles, signs, and any other obstruction or nuisance that might cause bodily harm or injury.
4. Risk of injury or illness due to negligence, whether it be my own or the negligence of others, including, but not limited to, negligence of other participants or staff, employees, agents, volunteers or other personnel, whether the result of errors in decision-making, misjudging terrain, weather, surfing area, riding surfaces or other obstacles, or any other reason.
5. Risk of injury or illness due to exposure to the elements and temperature extremes including, but not limited to, frost nip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia and/or dehydration.
6. Risk of injury or illness due to dangers associated with exposure to natural elements, including, but are not limited to, inclement weather, thunder and lightning, severe and varied winds, temperature, marine life, rip tides, rough waves, or any other natural condition.
7. Risk of accidents, injuries or illness occurring in remote places where there are no or limited available medical facilities.
8. Risk of injury or illness due to fatigue, exhaustion, chill and/or dizziness, including, but not limited to, those caused by a decrease or loss in the reaction time, balance, strength, speed, and/or endurance of myself or others, which may increase the risk of accidents.
9. Risk of injury or illness due to impact or collision with other surfers, swimmers, bystanders, boaters, athletes, spectators, staff, employees, agents, volunteers or other personnel, pedestrians, motor vehicles, or cyclists.
10. The risk of injury or illness as a result of any of the above, or as a result of any other activities and/or equipment utilized, is significant and includes, but is not limited to, the potential for broken bones, severe injuries to the head, neck, spine, limbs, back, and/or other bodily injuries that may result in permanent disability or death, seasickness, and drowning.

**I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness or death.**

**Release of Liability, Waiver of Claims and Indemnity Agreement**

1. I DO HEREBY ASSUME RESPONSIBILITY FOR AND RISK OF ALL **INJURY, DISABILITY, ILLNESS, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY** caused as a result of my participation in Tybee Surf Lessons and/or Tybee Watersports Club.
2. I FURTHER AGREE TO RELEASE, WAIVE, AND DISCHARGE Tybee Surf Lessons LLC, Tybee Watersports Club, Aaron Turner Horton, and all of their respective agents, representatives, officers, directors, employees, volunteers, owners, and other personnel (the "Releasees") from liability and/or responsibility for any and all **INJURY, DISABILITY, ILLNESS, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY** caused as a result of my participation in Tybee Surf Lessons and/or Tybee Watersports Club, including, but not limited to, such caused by negligence of the Releasees, and do further RELEASE, DISCHARGE AND COVENANT NOT TO SUE the Releasees from any and all claims, and/or causes of action that I, my estate, heirs, survivors, executors, assignees, representatives, or next of kin may have against the Releasees for same.
3. I FURTHER AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS the Releasees from any loss, claim, cause of action, liability, damage, or cost they may incur as a result of my participation in Tybee Surf Lessons and/or Tybee Watersports Club, including, but not limited to, any injury, disability, death or loss or damage to person or property, including, but not limited to, such caused by the negligence of the Releasees.
4. Participant or Guardian shall provide necessary and adequate medical support and supplies as needed for any participant medical condition.
5. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this Agreement.
6. This Agreement shall apply to all injury, disability, illness, death or loss or damage to person or property caused as a result of my participation in Tybee Surf Lessons and/or Tybee Watersports Club occurring at any time after the execution of this Agreement; including all future activities that I am participating in with the Releasees.
7. This Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Georgia. If any portion or term of this Agreement is held invalid or unenforceable for any reason, I AGREE that all remaining terms shall be binding and remain in full force and effect to the extent allowable by law.
8. I HAVE READ THIS AGREEMENT AND I FULLY UNDERSTAND ITS TERMS, PURPOSE, AND EFFECT. I UNDERSTAND THAT I AM GIVING UP LEGAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY COERCION OR IMPROPER INDUCEMENT. BY ENTERING INTO THIS AGREEMENT, I AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATION OR STATEMENTS MADE BY THE RELEASEES, OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT.

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, the Parent, Guardian, or Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees as described above, but also to release and indemnify the Releasees on the same terms as described above from any and all liabilities as a result of his/her participation for myself, my estate, heirs, survivors, executors, assignees, representatives, or next of kin.

Name(s) of Minor (Please Print) \_\_\_\_\_ Date \_\_\_\_\_

Name of Parent or Adult Legal Guardian (Please Print) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Participant or Parent or Adult Legal Guardian (as appropriate) \_\_\_\_\_ Date \_\_\_\_\_

Mailing Address \_\_\_\_\_ State/Country \_\_\_\_\_ Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_ Emergency Contact Info \_\_\_\_\_

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Picture/Video Consent Initials: \_\_\_\_\_