



**13th Avenue South
SKIM JAM
Saturday October 9, 2021
Location: 13th Avenue South, Naples FL 34102
(One Block South of Naples Pier)**

Participant Information:

Name: _____

Age: _____ Date of Birth: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: (____) _____ Email: _____

Sponsor (if applicable): _____

Entry Fee: \$40 Cash _____ Check _____ Credit/Debit _____

PRO Entry Fee: \$65 **CASH ONLY** _____

Check in: 8:00am

Divisions:

Minis: 10 & Under _____ Boys: 11-14 _____ Juniors: 15-17 _____ Men's: 18 & Up _____

Girls: 14 and Under _____ Women's: 15 & Up _____

PRO: Any Age: _____

ENTRY DEADLINE: ENTRY FORMS AND FEES MUST BE RECEIVED BY OLD NAPLES SURF SHOP AT 1311 3RD ST SOUTH, NAPLES, FL 34102. ALL CONTESTANTS MUST HAVE PAPERWORK AND PAYMENT IN NO LATER THAN **NOON, Friday 10/8/21**. REGISTRATION FORM CAN BE DOWNLOADED FROM www.oldnaplessurfshop.com OR PICKED UP IN SHOP.

(ALL APPLICANTS UNDER THE AGE OF 18 MUST HAVE PARENT OR GUARDIAN SIGN see below)

1st Heat of the day starts at 9:00am Sharp!!!

CONTESTANTS ARE ADVISED TO SHOW UP EARLY TO AVOID MISSING THEIR HEATS. BE PREPARED TO SPEND THE DAY AT THE BEACH, WATER & SUNSCREEN WILL BE AVAILABLE.

CONTESTANTS RECEIVE GOODY BAG, EVENT T-SHIRT, AND LUNCH. PRIZES AND TROPHIES GIVEN TO 1ST, 2ND, & 3RD FINISHERS IN EACH DIVISION.

PLEASE CONTACT SHARDA OR AMBER WITH ANY QUESTIONS:

sharda@oldnaplessurfshop.com OR amber@oldnaplessurfshop.com

Old Naples Surf Shop
1311 3rd St S
Naples, FL 34102
(239) 262-1877
www.oldnaplessurfshop.com

Old Naples Surf Shop, 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 OLD NAPLES SURF SHOP Skimboard Contest shall be referred to hereinafter as "PARTICIPANT." "THE UNDERSIGNED" means only the PARTICIPANT, when the PARTICIPANT is 18 or older **OR** it means both the PARTICIPANT and the PARTICIPANT's parent or legal guardian when assisting with, and preparing for the OLD NAPLES SURF SHOP Skimboard Contest as well as taking part in the OLD NAPLES SURF SHOP Skimboard Contest, competing in the OLD NAPLES SURF SHOP Skimboard Contest, 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 conditions 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 agreed to HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY Guiones Holdings LLC, OLD NAPLES SURF SHOP, 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 IDEMNIFY** 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 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 there from.**

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 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, by signing as the parent or guardian of the PARTICIPANT, you represent that you are the **legal** parent or guardian of the minor PARTICIPANT.

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 AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

Name of Participant Signature of Participant Date

I HEREBY CERTIFY, that I am parent or guardian of the participant named above, and do hereby give my permission without reservation and with full understanding and comprehension of the foregoing agreement to hold the aforementioned organizations and government entities harmless of any and all liabilities including any such injuries which are alleged to have occurred as a result of negligent failure of Skim Jam officials, judges, volunteers and directors to properly supervise contestants in the course of competition.

Printed Name of Parent/Legal Guardian Signature of Parent/Legal Guardian Date

Printed Name of Parent/Legal Guardian Signature of Parent/Legal Guardian Date

Emergency Contact: _____
Name/Relationship Telephone