Surf lesson waiver

Participation in surf lessons

I voluntarily choose to participate, or give permission for the student named in this form to participate, in surf lessons provided or organised by **[Surf School Name]**.

Surf lessons may include:

- Beach-based instruction on paddling, popping up and reading waves
- Group or private lessons, courses, camps and coached sessions in the water
- Use of soft-top or other surfboards, leashes, wetsuits and rash vests
- Carrying boards to and from the water and moving between beaches or sections of a beach
- Being pushed into waves by an instructor or catching waves independently

I understand that participation is voluntary and that the student may stop at any time.

The surf school may refuse, restrict or end participation, or move or cancel a lesson, if it reasonably believes that a student cannot take part safely, has failed to follow instructions or that conditions are unsuitable.

Bookings, deposits and fees remain subject to the surf school's cancellation and refund policies, including any policy for lessons moved or cancelled because of surf, weather or tide.

Student eligibility and swimming ability

I confirm that the student meets the surf school's minimum age and participation requirements.

I confirm that the student can swim unaided, can float and tread water, and is comfortable in the sea, including being out of their depth and having waves break over them.

I have accurately described the student's swimming ability and surfing experience, and I understand that the surf school relies on this when placing them in a group and choosing a location.

I understand that a wetsuit, leash or board does not replace swimming ability.

Where I sign for a minor or another person who cannot legally provide their own consent, I confirm that I am their parent, legal guardian or otherwise legally authorised to provide consent on their behalf.

I confirm that the student is physically and mentally capable of taking part, except for any condition or limitation disclosed to the surf school before the lesson.

Surfing risks

I understand that surfing takes place in the open sea, where waves, tides and currents are powerful and constantly changing, and where a surfboard can become a heavy, moving object.

A student may be injured even when using suitable equipment, following instructions and surfing small waves under supervision.

Possible risks include:

- Wipeouts, being held underwater or being pushed around by breaking waves
- Being struck by my own board, fin, leash or another surfer’s board
- Cuts and lacerations from fins, including deep or facial cuts
- Head, neck, spinal, dental and eye injuries, including concussion
- Hitting the sand, a sandbar, rocks or a reef after falling or diving from the board
- Shoulder dislocations, rib injuries, knee and ankle sprains and back strains
- Being carried out by rip currents or being separated from the board
- A leash snapping, tangling or wrapping around a limb or another person
- Stings, bites and other injuries from jellyfish, weever fish, stingrays, sea urchins and other marine life
- Cold-water shock, hypothermia, sunburn, heat illness and dehydration
- Swallowing or inhaling water, and water-borne infection
- Drowning or near drowning
- Serious injury, permanent disability or, in rare cases, death

I understand that the surf school cannot eliminate every risk associated with surfing, and that instructors cannot watch or reach every student at every moment.

I voluntarily accept the ordinary and inherent risks of participation.

Falling safely and board control

I agree to follow the instruction given on how to fall and how to control the board.

I agree to:

- Fall flat and shallow, away from the board and to the side of it, wherever possible
- Never dive head first, because the water may be shallower than it looks
- Protect my head with my arms when coming back to the surface after a fall
- Check for my board, other surfers and the next wave before standing up in the water
- Keep the board beside me and never between me and an incoming wave while wading out
- Carry the board as shown, and watch the fins and nose when turning on the beach

- Keep hold of the board as far as I safely can, rather than letting it go near another person

The surf school may ask a student to leave the water if they cannot control their board or do not follow these instructions.

Surf etiquette and water rules

I agree to attend the surf school's safety briefing and follow all instructions from instructors and staff, including signals given from the water or the beach.

I agree to:

- Stay inside the lesson area and in sight of my instructor
- Respect wave priority and not drop in on a surfer who is closer to the breaking part of the wave
- Paddle wide around the area where people are riding waves, and not straight through it
- Keep clear of swimmers and other water users
- Look both ways and check for people before catching a wave
- Not surf or stay in a lifeguard flagged swimming zone, or anywhere else the surf school or local lifeguards have excluded
- Leave the water or return to the instructor immediately when signalled
- Tell an instructor immediately if I am hurt, cold, tired or worried about another student

I understand that a student may need to take extra care around experienced surfers, who may be sharing the same waves.

The surf school may remove any student who ignores safety rules or behaves recklessly, violently or disruptively, without a refund where a serious breach has occurred.

Ocean conditions and rip currents

I understand that surf, tide and wind can change quickly during a lesson, and that the location or format of a lesson may change as a result.

I understand that a rip current is a channel of water that flows away from the shore and can carry a person out quickly, even on a beach that looks calm.

If I am caught in a rip current, I agree to:

- Stay on my board if I have it and keep calm
- Raise an arm and call for help so that an instructor or lifeguard can see me
- Not paddle or swim directly against the current until I am tired
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Paddle or swim across the current, parallel to the beach, when it is possible, and then return to shore

I understand that shore breaks, sandbars, rocks, reefs, piers, submerged objects and other surfers may be present at the lesson location, and that some hazards may not be visible from the water.

I understand that a lifeguard service may not be on duty at the beach or at the time of the lesson.

I will leave the water immediately if I see lightning, or if an instructor or lifeguard tells me to do so.

Equipment and clothing

I agree to use the board, leash, wetsuit, helmet and other equipment the surf school provides or requires, and to tell an instructor if anything does not fit or seems damaged.

I will attach the leash as shown, usually to my back ankle, and will not use a damaged leash or take it off in the water without being told I may.

I will check the board for broken fins, sharp edges and damage before use, and will report anything I find. I will not use my own board or leash in the lesson unless the surf school has approved it.

I understand that a soft-top surfboard reduces, but does not remove, the risk of injury.

I will remove or secure jewellery and other items that could snag or become lost, and tell an instructor about any spectacles or contact lenses I wear.

I may be charged for damage caused deliberately or through misuse, and for equipment lost through misuse.

Physical condition and health

I agree to inform the surf school about any condition that may affect safe participation, including:

- A current injury or physical limitation
- Back, neck, shoulder, knee or ankle problems
- Heart, circulation or blood-pressure conditions
- Asthma or another breathing condition
- Epilepsy, seizures, fainting or loss of consciousness
- Limited swimming ability or a fear of being in the sea
- Limited vision or hearing, or balance difficulties
- Diabetes or another condition that may need urgent treatment in the water
- Allergy to stings or an allergy that may need an adrenaline auto-injector

- Recent surgery, concussion or medical treatment
- Open wounds or skin conditions that may be affected by sea water
- Pregnancy or possible pregnancy
- Medication that affects coordination, judgment or alertness
- A restriction recommended by a healthcare professional

I understand that staff are not medical professionals unless expressly stated otherwise.

I will stop and inform a staff member if I experience pain, dizziness, breathing difficulty, unusual weakness or another concerning symptom.

Alcohol, drugs and impairment

I will not participate while impaired by:

- Alcohol
- Recreational or illegal drugs
- Medication that affects judgment, coordination or alertness
- Fatigue, illness or another condition that makes participation unsafe

I understand that the surf school may refuse or end participation if it reasonably believes that a student is impaired.

The surf school may refuse to let anyone enter the water, even after a lesson has been paid for, if it reasonably believes that they are affected by alcohol or drugs to an unsafe degree. Being unfit to swim in the sea is enough reason for an instructor to keep a student on the beach.

Personal belongings

I understand that clothing and personal belongings may become dirty, wet, damaged, lost or stolen.

I am responsible for protecting phones, jewellery, glasses, clothing and other personal property.

To the fullest extent permitted by applicable law, the surf school is not responsible for ordinary loss or damage to personal belongings unless caused by liability that cannot legally be excluded.

Emergency assistance

If the student becomes ill or injured, I authorise the surf school and its staff to:

- Provide reasonable first aid

- Stop the student from continuing
- Contact an emergency contact
- Contact emergency medical services
- Arrange transportation to an appropriate healthcare facility
- Share relevant information with emergency responders
- Take reasonable action to protect the student's immediate safety

I understand that the surf school cannot guarantee that an emergency contact will be reached before assistance is provided.

I accept responsibility for medical, ambulance and treatment expenses unless applicable law or legally established liability requires otherwise.

Assumption of risk

I knowingly and voluntarily accept the ordinary and inherent risks associated with surfing.

I accept responsibility for injuries, losses or complications caused or materially contributed to by:

- Relevant information I concealed or provided inaccurately
- A health condition or limitation I failed to disclose
- Overstating the student's swimming ability or surfing experience
- My failure to follow instructions, signals or surf etiquette
- Going outside the lesson area or entering the water without an instructor
- My incorrect or unauthorised use of a board, leash or other equipment
- My reckless, unlawful or prohibited conduct
- My participation while impaired or medically unfit

Liability release

To the fullest extent permitted by applicable law, I release **[Surf School Name]** and its owners, directors, surf instructors, coaches, water safety assistants, lifeguards employed by the surf school, employees, contractors and representatives from claims arising solely from:

- Ordinary and inherent surfing risks knowingly accepted in this form, including wipeouts, board and fin strikes, rip currents and marine life
- Relevant information I concealed or provided inaccurately
- My failure to follow reasonable safety rules or instructions
- Incorrect or unauthorised use of boards or equipment

- My reckless, unlawful or prohibited conduct
- The conduct of another surfer or beach user where it was outside the surf school's reasonable control

This release does not exclude or limit liability that cannot legally be excluded or limited.

It does not apply to fraud, intentional misconduct, gross negligence, reckless conduct, breaches of mandatory safeguarding duties, violations of mandatory consumer rights or any other liability that applicable law prohibits the surf school from waiving.

Privacy and recordkeeping

I understand that the surf school may collect and retain information where reasonably necessary to:

- Register and identify students
- Confirm consent and eligibility
- Manage bookings and activities
- Understand relevant health or support needs
- Maintain safety and incident records
- Respond to injuries, complaints or legal claims
- Meet insurance, safeguarding and legal obligations

Information will be handled according to the surf school's privacy notice and applicable data-protection laws.

Final declaration

By completing and signing this form, I confirm that:

- I have read and understood the entire waiver.
- The information provided is complete and accurate.
- I understand that surfing may cause serious injury or drowning.
- I understand and accept the ordinary and inherent risks.
- The student can swim unaided and is comfortable in the sea.
- I agree to follow all instructions, water rules and surf etiquette.
- I will fall as instructed and will not dive head first from the board.
- I understand what to do if I am caught in a rip current.
- I will not participate while impaired or medically unfit.
- I authorise reasonable emergency assistance where necessary.

- I had an opportunity to ask questions before signing.
- Participation is voluntary.
- I understand that this form does not remove rights or protections that cannot legally be waived.

Student completion

Contact details

First name *

Last name *

Phone

Email *

Swimming ability *

- ◯ Confident swimmer in the sea
- ◯ Can swim, mainly in pools
- ◯ Weak swimmer

Surf experience *

- ◯ First surf lesson
- ◯ Have had surf lessons before
- ◯ Can already catch and ride waves unassisted

☐ I have read, understood and agree to the Surf Lesson Liability Waiver and Assumption of Risk above. I confirm that the information provided is accurate, that I am authorised to sign for the student where applicable and that I voluntarily accept the risks of surfing. *

Signature *