



**Brando's Surf School, LLC**  
 1275 12th Ave SW  
 Vero Beach, Florida 32962  
 BrandosSurfSchool@gmail.com

**Liability Waiver**

**Personal Responsibility:** The Participant and his/her parent(s) or legal guardian(s) certify that the Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice. The Participant and his/her parent(s) or legal guardian(s) understand that the Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment and facilities before any participation. The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings. If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes the Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host. To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding. I agree to assume all risks to participation in surfing related activities associated with Brando's Surf School, LLC and Treasure Coast Board Rider Club INC. I hereby grant permission for myself or my child to attend Brando's Surf School LLC, Treasure Coast Board Rider Club INC and Florida State Surfing Championship INC participate in its activities. I hereby release Brando's Surf School LLC, Treasure Coast Board Rider Club INC and Florida State Surfing Championship INC from any and all liabilities, claims, actions, damages, costs and/or expenses, arising from or in any way connected with my participation in all surfing related activities conducted by Brando's School, LLC and Treasure Coast Board Rider Club INC. I hereby agree that Brando's Surf School, LLC and Treasure Coast Board Rider Club INC, and Florida State Surfing Championship INC its owners, officers and instructors, are not in any capacity personally responsible or liable for any injuries or damage resulting from my participation in any Brando's Surf School, LLC, Treasure Coast Board Rider Club INC Florida State Surfing Championship INC programs. I fully understand and acknowledge that surfing, skateboarding, bodyboarding, skimboarding, Indo Boarding and crossing A1A are inherently dangerous activities. I acknowledge and assume any and all risks associated with the presence of any and all sea life that may be in the ocean or on the beach. I hereby give my consent and approval Right to Photograph to Brando's Surf School, LLC, Treasure Coast Board Rider Club INC and Florida State Surfing Championship INC they shall have the right, without obtaining my further approval, to photograph, take motion pictures of, televise, or reproduce in any manner or through any media, images of myself, my child, and my legal guardians. Brando's Surf School, LLC, Treasure Coast Board Rider Club INC Florida State Surfing Championship INC have the right to display, use, sell or license any such pictures or other reproductions for any purposes, commercial or otherwise, without monetary compensation to myself, my child or my legal guardian. I hereby authorize any physician or lifeguards selected by Brando's Surf School, LLC, Treasure Coast Board Rider Club INC and Florida State Surfing Championship INC to order and conduct medical or surgical procedures deemed necessary and authorize any Brando's Surf School, LLC, Treasure Coast Board Rider Club INC, Florida State Surfing Championship INC personnel to conduct any minor medical First Aid that may be required for my child, myself or my legal guardian for myself, my child or my legal guardian in an emergency situation. I understand that I will be responsible for all hospital, laboratory and doctor fees. I verify that I am in good health and am fully capable of participating in any and all strenuous activities associated with any Brando's Surf School, LLC and Treasure Coast Board Rider Club INC, Florida State Surfing Championship INC. I fully understand that each participant must be a competent swimmer and acknowledge that I am a competent swimmer.

**Hazard Weather:** In Florida, hazzard weather may occur without notice and safety is our concern. Brando's Surf School, LLC will immediately make contact with all students' and surfers' parents(s) or legal guardian(s) informing them of the required pick up or canceled day of camp. Only if and when we have more than one rainy day will the customer be rewarded with a rain check or a free private surf lesson with Brando's Surf School, LLC.

**Non Refundable**

- I, \_\_\_\_\_, as the parent or legal guardian give my permission for my child (\_\_\_\_\_) or Ward to participate in Brando's Surf School LLC, Treasure Coast Board Rider Club INC, Florida State Surfing Championship INC activities. I do understand and acknowledge the above stated risks associated with my child or Ward's participation in surfing related activities with the Brando's Surf School LLC, Treasure Coast Board Rider Club INC and Florida State Surfing Championship INC.
- I, \_\_\_\_\_, Ward to participate in Brando's Surf School LLC, Treasure Coast Board Rider Club INC, Florida State Surfing Championship INC activities. I do understand and acknowledge the above stated risks associated with or Ward's participation in surfing related activities with the Brando's Surf School LLC, Treasure Coast Board Rider Club INC and Florida State Surfing Championship INC.
- I do \_\_\_\_\_ Name(First & Last)

\_\_\_\_\_  
 Parent or Legal Guardian Signature  
 \_\_\_\_\_  
 Date

By checking the Box above & below, I agree, I agree to assume all risks to participation in surfing related activities associated with Brando's Surf School LLC, Treasure Coast Board Rider Club INC, Florida State Surfing Championship INC have read and understand all sections above.

I do \_\_\_\_\_ INTIAL

**STUDENT CODE OF CONDUCT:** Do unto others as you would have them do unto you.

I, \_\_\_\_\_, SIGN BELOW STATING "I AGREE TO CONDUCT MYSELF IN A RESPECTFUL MANNER AND RESPECT ALL OTHER STUDENTS, FAMILIES AND THEIR PROPERTY."

\_\_\_\_\_  
 Students' Signature  
 \_\_\_\_\_  
 Students' Signature Date

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**Travel Waiver**

Read carefully. This affects your legal rights. I (the party agreeing to these terms by reserving, purchasing, and/or participating in the tour) hereby waive any and all claims I may have now and in the future, and release from all liability and agree not to sue Brando's Surf School, LLC, Treasure Coast Board Rider Club INC, and/or Florida State Surfing Championship INC or any of its officers, agents, representatives, employees or tour guides for any personal injury, death, property damage, or loss sustained by me as a result of my participation in the walking tour due to any cause whatsoever, including without limitation, negligence on the part of Brando's Surf School, LLC, Treasure Coast Board Rider Club INC, and/or Florida State Surfing Championship INC, its staff, tour partners, or other participants, or death or injury as a result of war, civil unrest or epidemic. I further agree that if I violate this agreement and attempt to bring suit against any part of parties named herein, that I will be held responsible for attorney's fees and any costs incurred by that person in defending such action. I acknowledge that I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein and I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity. I am aware that the tour, in addition to the usual dangers and risks inherent, has certain additional dangers and risks, some of which include: physical exertion for which I may not be prepared and weather extremes subject to sudden and unexpected change. I accept all the inherent risks of the proposed tour and the possibility of personal injury, death or property damage or loss resulting there from. I acknowledge that the enjoyment and excitement of the proposed form of tour is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I agree that if I suffer injury or illness Brando's Surf School LLC, Treasure Coast Board Rider Club INC, and/or Florida State Surfing Championship INC or its staff can, at my cost, arrange any medical treatment and emergency evacuation service as it or they deem necessary for my health and safety. I understand that Brando's Surf School, LLC, Treasure Coast Board Rider Club INC, and/or Florida State Surfing Championship INC will not be responsible for any medical costs associated with an injury I may sustain. I also understand that I am responsible for any damage I cause to the employees. Further, I agree at all times during the tour, to abide by and comply with any additional instructions given by my tour guide or any other Brando's Surf School, LLC, Treasure Coast Board Rider Club INC, and/or Florida State Surfing Championship INC staff and I accept that non-compliance may result in injury, death or permanent disability. I understand that non-compliance may result in my removal from the tour. As a participant on the tour, I accept full responsibility for my behavior, well-being, and health throughout the tour, which may involve a variety of activities, unfamiliar locations, and modes of travel. I agree to hold neither Brando's Surf School, LLC, Treasure Coast Board Rider Club INC, and/or Florida State Surfing Championship INC, nor its staff liable in any way should any harm come to me. I acknowledge and understand the dangers associated with the consumption of alcohol, and agree that I am solely responsible for removing myself from participation in the walking tour if at any time I feel unable to complete or participate in the walking. I further hereby agree to indemnify and hold harmless the releases from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, or not, whether caused by negligence of Brando's Surf School, LLC, Treasure Coast Board Rider Club INC, and/or Florida State Surfing Championship INC or otherwise. In agreeing to this Waiver and Release, I am not relying on any oral, written nor visual representations or statements by Brando's Surf School, LLC, Treasure Coast Board Rider Club INC, and/or Florida State Surfing Championship INC or its staff or any other inducement or coercion to go on the tour. I confirm that, by my own free will, I have read and understood the Terms and Conditions of this walking tour and Waiver and Release and agree that this Waiver and Release will be binding upon my heirs, next of kin, executors, administrators and successors. I agree to grant the sponsors of this tour a worldwide, royalty-free license to use my photographic, video, or digital likeness solely for promotional, educational, and/or commercial purposes. By purchasing the tour, I affirm that I have fully understood and agree to these Terms and Conditions, Waiver and Release of Liability.

I, \_\_\_\_\_, as the parent or legal guardian give my permission for my child (\_\_\_\_\_) or Ward to participate in Brando's Surf School LLC, Treasure Coast Board Rider Club INC, Florida State Surfing Championship INC activities. I do understand and acknowledge the above stated risks associated with my child or Ward's participation in surfing related activities with the Brando's Surf School LLC, Treasure Coast Board Rider Club INC and Florida State Surfing Championship INC.

I, \_\_\_\_\_, Ward to participate in Brando's Surf School LLC, Treasure Coast Board Rider Club INC, Florida State Surfing Championship INC activities. I do understand and acknowledge the above stated risks associated with Ward's participation in surfing related activities with the Brando's Surf School LLC, Treasure Coast Board Rider Club INC and Florida State Surfing Championship INC.

I do \_\_\_\_\_ Name(First & Last)

\_\_\_\_\_ Parent or Legal Guardian Signature

\_\_\_\_\_ Date

By checking the Box above & below, I agree, I agree to assume all risks to participation in surfing related activities associated with Brando's Surf School LLC, Treasure Coast Board Rider Club INC, Florida State Surfing Championship INC have read and understand all sections above.

I do \_\_\_\_\_ INTIAL

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I, \_\_\_\_\_, SIGN BELOW STATING "I AGREE TO CONDUCT MYSELF IN A RESPECTFUL MANNER AND RESPECT ALL OTHER STUDENTS, FAMILIES AND THEIR PROPERTY."

\_\_\_\_\_ Students' Signature

\_\_\_\_\_ Students' Signature Date

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Additional Information  
Booking Terms and Conditions

#### BOOKING INFORMATION

If you would like to join an experience, a non-refundable deposit is due to reserve your space. The remaining amount is due at least 10 days prior to departure. Private and shared rooms availability are on a first-come, first-served basis. Please book your reservations early to receive your preferred accommodation. We reserve the right to refuse bookings at our discretion.

**TRAVEL AND FLIGHT INFORMATION** Please coordinate flight information with us prior to your booking so we can sync transportation schedules where possible.

**TRAVEL DOCUMENTATION** To enter and exit most countries, you must bring a valid passport with at least 6 months remaining before expiration date. Verify that you do not need a Visa to enter into any of the destination countries. We strongly encourage travel insurance for your trip. If you do opt out of travel insurance, you must sign a release of liability waiver releasing Brando's Surf School, LLC of any and all responsibilities.

#### COVID-19 TRAVEL GUIDE

Each destination country has unique rules and requirements for Covid-19 that are updated regularly. Please make sure that you are familiar with the most current travel information. Many countries require a negative Covid test taken within 72 hours prior to arrival to the destination country. Covid tests may be required to return to the United States. We will coordinate a testing option for travelers before departure.

#### Covid Cancellation Policy

Please know that we are taking COVID seriously and will update our policies as needed. The safety of our travelers is top priority. We have adopted new policies about cancellations or reservation changes to both keep our guests and staff safe during these tough times. We have amended our cancellation policy to offer our guests a choice to either re-book at a later time at no charge or refund 100% of all monies received from guests who cannot fulfill their reservation due to country closures, local rules and order, guest safety concerns, and/or beach access and availability. Brando's Surf School, LLC is currently taking reservations for stays under the following conditions: - Brando's Surf School, LLC reserves the right to cancel any reservation up to 24 hours from the arrival date. - Brando's Surf School, LLC will offer a free change of date (within 1 year after the reservation booked) for any guest who cannot fulfill their reservation due to being positive for COVID 10 days prior to arrival.- Brando's Surf School, LLC requires all reserved guests to confirm a lack of COVID symptoms 48 hours from arrival.- Brando's Surf School, LLC cannot offer any COVID related refunds once a guest has arrived. If booking travel insurance, there are some opportunities for support in covering costs related to Covid while traveling. Brando's Surf School, LLC recommends purchasing refundable airline tickets for all travel destinations. We will try our best to keep all information above as current as possible, however, we highly recommend double checking your country's guidelines.

**CANCELLATION POLICY** The following is our cancellation policy: There is no refund for arriving late or leaving an adventure early.

Cancel 61 days or more prior to the trip start date: you can either apply a 100% credit towards another retreat date or cancel in full and be charged a cancellation fee of \$300.

Cancel 60 – 30 days prior to the retreat start date: you can either apply a credit towards another retreat minus an office fee of 60% of your total retreat package or be charged a cancellation fee of 75% of your total retreat package.

Cancel 29 – 15 days prior to the retreat start date: you can either apply a credit towards another retreat minus an office fee of 70% of your total retreat package or be charged a cancellation fee of 85% of your total retreat package.

Cancel 14 days or fewer prior to the retreat start date: you will be charged a 100% cancellation fee.No Exceptions to Cancellation Policy: There are no exceptions to our cancellation policy, including but not limited to weather, personal emergencies, flight cancellations, or delays. We highly recommend purchasing Travel Protection Insurance.

#### Participation in Activities

Brando's Surf School, LLC organized trips provide a degree of risk to travelers as well as your equipment. It is extremely important that you inform us of any medical conditions, illnesses or allergies you might have as well as a list of prescriptions upon booking. No one should participate in any activity if they are suffering from a heart condition or are pregnant. No client should in any circumstances take part in an activity while under the influence of alcohol, drugs or medication, which may adversely affect their physical abilities.

#### Liability Release Forms

Forms are required for all travelers and will be sent out upon booking.