



FULCRUMSURF INC.

CONSENT AND RELEASE FOR MEDICAL TREATMENT

I, _____, an adult participant, or the parent/legal guardian of

_____, a minor participant, in consideration of being permitted to participate in surf lessons/instructions conducted by Fulcrum Surf Inc. do hereby on my own behalf or on behalf of the minor participant, execute this Consent and Release for Medical Treatment (the "Consent") with Fulcrum Surf, its owners, agents, employees, independent contractors, and sponsors (collectively the "Fulcrum Staff").

I grant my authorization and consent for Fulcrum Surf Inc. Staff to administer general first aid treatment for any minor injuries or illnesses experienced by the minor. If the injury or illness is life threatening or in need of emergency treatment, I authorize the Fulcrum Surf Inc. Staff to perform any necessary Cardiopulmonary Resuscitation (CPR) and/or summon any and all professional emergency personnel to attend, transport, and treat the participant and to issue consent for any X-ray, anesthetic, blood transfusion, medication, or other medical diagnosis, treatment, or hospital care deemed advisable by, and to be rendered under the general supervision of, any licensed physician, surgeon, dentist, hospital, or other medical professional or institution duly licensed to practice in the state in which such treatment is to occur UNDER Sections 6901, 6902 and 6910 of the California Family Code. This authority also extends to any x-ray examination, anesthetic, dental or surgical diagnosis or treatment by a Dentist in the Dental Practice Act for my child.

I hereby authorize any licensed physician, emergency medical technician, paramedic, nurse, hospital or other medical or health care facility or provider ("Medical Provider") to provide medical care to me or the minor participant for any injury and/or condition that occurs, manifests or arises while with Fulcrum Surf Inc. or Fulcrum Surf Inc. Staff or which occurs, manifests, arises out of or relates to any Surf Activities (defined in the Fulcrum Surf Inc. Release). I further authorize any such Medical Provider to perform all procedures or services deemed medically advisable to treat or relieve, or to attempt to treat or relieve, any illness, injury, and/or condition.

I acknowledge that there is a possibility of complications and unforeseen consequences in any medical treatment, and I knowingly and voluntarily agree to assume any such risk for and on behalf of myself and/or said minor. I acknowledge that no warranty is being made as to the result of any medical treatment.

I understand and agree that this Consent shall be binding on me and/or the minor participant, and my or the minor participant's representatives, executors, heirs, next of kin, administrators, beneficiaries, successors and assigns. I represent and agree that I have the legal capacity and authority to act for and on behalf of myself or for and on behalf of the minor participant.

I further authorize the Fulcrum Staff to receive physical custody of my child under Section 1283(a) and any other applicable sections of the California Health and Safety Code, upon completion of any treatment and specifically instruct any treating health facility to surrender physical custody of my child to the Fulcrum Surf Inc. Staff.

_____(initial) I hereby agree to release, waive and forever discharge and to indemnify, defend and hold harmless the Fulcrum Surf Inc. Staff from any and all claims, costs, expenses (including attorneys' fees), liabilities and damages, including but not limited to personal injuries or death, whether foreseen or unforeseen, present or future, known or unknown, as a result of, related to or arising out of (1) any insufficiency of my legal capacity or authority to act for and on behalf of myself or the minor participant in the execution of this Consent, (2) any treatment or failure to treat me or the minor participant by Fulcrum Surf Inc. Staff or any Medical Provider as hereinafter defined, and/or (3) the disclosure of any medical information or records for use in the medical treatment of myself or the minor participant. This Consent is intended to be as broad and inclusive as permitted by law, and if any portion thereof is held invalid the balance shall continue in full legal force and effect.

FULCRUM SURF INC.

IT IS THE INTENTION OF THE UNDERSIGNED, BY SIGNING THIS CONSENT AND RELEASE, TO EXEMPT, RELIEVE, RELEASE, WAIVE AND HOLD HARMLESS THE FULCRUM STAFF FROM ANY AND ALL LIABILITY ARISING OUT OF THE PROVISION OR FAILURE TO PROVIDE MEDICAL CARE, OR ARISING OUT OF THE DISCLOSURE OF MEDICAL INFORMATION OR RECORDS, REGARDLESS OF WHETHER SAME MAY HAVE BEEN CAUSED BY THE NEGLIGENCE OF THE FULCRUM SURF INC. STAFF.

Initials

It is understood that this authorization is given in advance of any such medical treatment, but is given to provide authority and power on the part of the Fulcrum Surf Inc. Staff in the exercise of their best judgment upon the advice of any such medical or emergency personnel. A copy of this Consent may be used in place of the original.

This authorization is effective commencing on the _____ day of _____, 200_ and expiring on December 31, 2011.

I HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AND ACCEPT AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY.

Signature of PARTICIPANT Date

Name of PARTICIPANT (Please Print)

I HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AND ACCEPT AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY.

Signature of PARENT OR LEGAL GUARDIAN Date
(if PARTICIPANT is under 18 years of age)

Name of PARENT OR LEGAL GUARDIAN
(Please Print)