Diegos Bay

– surf coaching, operated by Lukas Pitzal (sole proprietor), Cambutal, Los Santos, Republic of Panama · RUC: 7-NT-2-789728 · lukaspitzal@diegosbay.com

Participant Agreement, Assumption of Risk and Release of Liability

Please read carefully before signing. This document affects your legal rights.

Participant	
Full name	
Date of birth	
Nationality	
Email / phone	
Stay (arrival – departure)	
Booking reference	
Emergency contact (name, relation, phone)	

1. Activities. I take part in a surf coaching week with Diegos Bay. This includes surf sessions in the ocean at Cambutal and nearby surf spots, coaching in and out of the water, video recording of my surfing for video analysis, and transport by car to and from the surf spots. I use my own or a rented surfboard and equipment.

2. Requirements. I confirm that I am a confident swimmer and surf at least at Intermediate+ level: I paddle out on my own, catch unbroken waves and make basic cutbacks and direction changes. My fitness and mobility are not limiting factors for my surfing. I will follow the instructions of the coaches and tell them immediately if I feel unwell, injured or out of my depth.

3. Health. I confirm that I have no injury, illness or medical condition that makes surfing unsafe for me, except the following, which I have told the coaches about:

I will inform the coaches of any change during my stay.

4. Risks of surfing. Surfing is an outdoor sport in a natural environment. I understand that it carries risks that cannot be fully removed, even with care and good coaching, including:

- waves, strong currents, rip currents and changing tides and weather;
- rocks, reef, sandbanks and shallow water;
- collisions with my own or other surfers' boards, fins and leashes;
- marine animals such as stingrays, jellyfish and sea urchins;
- sunburn, heat, dehydration and exhaustion;
- road traffic and bad roads on the way to and from the surf spots;
- drowning, near-drowning, cuts, fractures, head and spinal injuries, and in rare cases death.

I understand that Cambutal is a remote place and that a hospital may be one or more hours away.

5. Assumption of risk. I take part voluntarily. I accept the risks described above and any other risks that are a normal part of surfing in the ocean. I decide myself which waves I paddle for and ride, and I stay responsible for my own safety in the water.

6. Release of liability. To the extent permitted by law, I release Diegos Bay, Lukas Pitzal, its coaches and helpers from any claims for injury, illness, death, or loss of or damage to property that result from the normal risks of surfing described in this agreement. **This release does not apply to damage caused by negligence, gross negligence or intentional misconduct of Diegos Bay, its coaches or helpers.**

7. Own equipment and belongings. I am responsible for the surfboard and equipment I use (including rented equipment) and my personal belongings. Diegos Bay is not liable for their loss or damage, except where caused by its own negligence.

8. Medical treatment. In an emergency, I allow Diegos Bay to arrange first aid, transport and medical treatment for me if I cannot decide myself. I will pay any medical and transport costs myself or through my insurance.

9. Insurance. I confirm that I have health and accident insurance that covers surfing abroad, including emergency transport. Diegos Bay recommends travel insurance that also covers trip cancellation.

10. Behaviour. I respect other surfers, local people and the environment, and I follow the surf etiquette and the coaches' instructions. Diegos Bay may exclude me from a session if I put myself or others in danger; this does not entitle me to a refund.

11. Video and photos. I agree that the coaches film and photograph my surfing for my video analysis. These recordings are shared only with me.

☐ Optional: I also agree that Diegos Bay may publish photos or videos of me on its website and social media (e.g. Instagram). I can withdraw this consent at any time by email.

12. Minors. If the participant is under 18, a parent or legal guardian must sign below and accepts this agreement on the participant's behalf.

13. Final provisions. This agreement is governed by the laws of the Republic of Panama; courts in the Province of Los Santos are competent, unless mandatory law provides otherwise. If one provision is invalid, the rest remains valid. This agreement is available in English and Spanish; in case of differences, the Spanish version prevails.

14. Confirmation. I have read and understood this agreement, I had the chance to ask questions, and I sign it voluntarily.

Place, date	Cambutal, Los Santos, _____
Signature of participant	
Name of parent / guardian (if under 18)	
Signature of parent / guardian	
For Diegos Bay (name, signature)	