

AQUA SKIERS, INC.
WAIVER AND RELEASE FROM LIABILITY

In consideration of being permitted to enter, for any purpose, any restricted area (herein defined as the areas to which admission by general public spectators is prohibited) or being permitted to compete, officiate, observe, work for or, for any purpose, participate in any way in the event, each of the undersigned, for himself/herself, his/her personal representatives, heirs and/or next of kin acknowledges, agrees and represents that he/she has or will immediately upon entering any such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof which he/she enters and with which he/she comes in contact and he/she does further warrant that his/her entry upon such restricted area and his/her participation, if any, in the event constitutes an acknowledgment that he/she has inspected such restricted area and that he/she finds and accepts the same as being safe and reasonably suited for the purpose of his/her use and he/she further agrees and warrants that if, at any time, he/she is in or about restricted areas and he/she feels anything to be unsafe he/she will immediately advise the officials of such and will leave the restricted area(s).

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Aqua Skiers, Inc, the promoters, other participants, operators, officials, any persons in a restricted area, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees; all for the purpose herein referred to as "releases", from all liability to the undersigned, his/her personal representatives, assigns, heirs and/or next of kin for any and all damage and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in or upon the restricted area and/or competing, officiating in, observing, working for or for any purpose participating in the event.
2. HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing or working for or for any purpose participating in the event and whether caused by the negligence of releases or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases, or otherwise, while in or upon the restricted area and/or while competing, officiating, observing or working for or for any purpose participating in the event.
4. EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities at the event and in the restricted areas are dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and further agrees that no oral representations, statements or inducement, apart from the foregoing written, have been made.

This waiver, release and indemnification agreement specifically embraces each and every sanctioned, authorized or promoted by said releases during the entire season and applies to each and every event or activity herein above mentioned and has the same effect as if executed after each and every activity or event in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event herein above described.

TO BE SIGNED BY EACH APPLICANT AGE 18 AND OVER:

SIGNED: _____ WITNESS: _____ DATE _____

SIGNED: _____ WITNESS: _____ DATE _____

TO BE SIGNED BY PARENT/GUARDIAN OF ANY APPLICANT LISTED ON THE APPLICATION AS UNDER AGE 18:

The undersigned, _____, referred to as the parent(s) and/or natural guardian(s)
(Printed name of parent or guardian)

of _____ does thereby represent that he/she are in fact acting in such capacity and
(Printed name of applicant under age 18)

agrees to save and hold harmless and indemnify each and all of the parties herein referred to above as releases from all liability, loss, cost, claim or damage whatsoever may be imposed upon said releases because of any defect in or lack of such capacity to so act and release said releases on behalf of both of the undersigned.

SIGNED: _____ WITNESS: _____ DATE _____