

## **Lake Holly Club Activities and Events**

[Not for use with USA Water Ski & Wake Sports sanctioned events]

### **PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** **Adult Waiver Form (Age 18 or older)**

In consideration of Lake Holly Water Ski Club ("Club") and Lake Holly LLC ("LLC") allowing me, the undersigned, to participate in any Club sponsored, organized and/or supervised events and/or activities (the "Activities"); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby represent, contract and agree to the terms of this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Activities; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Activities. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activities, and that I am responsible for my own safety and wellbeing at all times and under all circumstances during the Activities.

2. I understand, acknowledge and assume the risks and dangers associated with participation in the Activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, boats, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect ski course conditions; water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations unknown to or beyond the immediate control of the Club; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Activities, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Activities.

3. I agree to be familiar with and to abide by the Rules and Regulations established for the Activities, including but not limited to the rules adopted by Club and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Activities, and the condition and adequacy of my equipment.

4. I hereby Release, Waive and Covenant Not to Sue the following parties: Club or LLC, their members, USA Water Ski & Wake Sports, Inc., its associations, sport disciplines and divisions, including but not limited to USA Water Ski & Wake Sports Foundation, American Water Ski Association (AWSA); United States Olympic Committee (USOC); any Club Sponsors, Advertisers, Coaches and Officials; Lake, Venue and Property Owners or Operators upon which the Activities take place; Boat Owners and Operators; Law Enforcement Agencies and other Public Entities providing support for the Activities; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Activities, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released

Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such claims, demands, liabilities, losses, expenses or damages which may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Print Name: \_\_\_\_\_ Age: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ q Male q Female

Home Address: \_\_\_\_\_

Home Tel.: (\_\_\_\_) \_\_\_\_\_

X \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Signature of Participant      Date Signed  
Revised 4/11/2020