

RELEASE BY ADULT, INDIVIDUALLY, AND ON BEHALF OF ALL MINOR CHILDREN FROM RESPONSIBILITY FOR ALL NEGLIGENCE UPON ENTERING ONTO THESE PREMISES AND/OR BY PARTICIPATION IN INHERENTLY DANGEROUS ACTIVITY AND INDEMNITY AGREEMENT AND WATER SKI / WAKE BOARD RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Whereas each of the undersigned individuals are desirous of using the Cableway Management LLC d/b/a Orlando Watersports Complex also known as "OWC" and Cobe Mik Inc. also known as "CMI" Cableways and Boat facility as a skier/wake boarder and is doing so entirely upon his or her own initiative, risk, and responsibility. _____ (Initials)

I/We am/are completely aware of and accept the risk and hazards inherent upon the use of the water jumps, sliders, ramps, water obstacle ski and wake board equipment and the use of the "OWC" and "CMI" Cableways and Boats and its facilities. _____ (Initials)

Now therefore, in consideration of use of the "OWC" and "CMI" Cableways and Boats, whether with or without charge, each of the undersigned individually, and/or as a representative of and on behalf of his or her spouse, child, or ward, hereby release, discharge and covenant not to sue "OWC" and "CMI" and/or their agents, officers, servants, representatives, and employees of and from any liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including fatal injury sustained while using, participating and/or observing the "OWC" and "CMI" Cableways and Boats, whether or not caused by the negligence of "OWC" and "CMI" or its employees, agents, officers, servants, representatives or by failure of the equipment, all wild life forms in or out of the water. _____ (Initials)

This release shall be binding upon the spouse, heirs, legal representatives, next of kin, executors, and administrators of each of the undersigned. In signing the foregoing release, each of the undersigned acknowledges and represents that he/she **has read** the foregoing release, understands and signs it voluntarily, that he/she **is at least eighteen (18) years of age** and of sound mind; that he/she is legally sober from the effects of alcohol & drugs; that he/she agrees to follow any and all instructions of the "OWC" and "CMI" Cableways and Boats personnel while using "OWC" and "CMI" Cableways and Boats and that he/she is in good health, suffering from no physical disability which might impair his/her mental faculties and/or normal water skiing/wakeboarding & or swimming capabilities. _____ (Initials)

Helmets must be worn to use all water obstacles. Use of water obstacles will result in voiding the warranty on your wakeboard. "OWC" and "CMI" is not responsible for any damage to the board or injury to you. _____ (Initials)

Fraudulent use of wristband or any ticket will result in disciplinary action. All persons involved will be charged a minimum of \$50.00 and will lose the use of the ticket or wristband. Bi-annual pass & Annual pass holders will cause their pass to expire immediately. _____ (Initials)

I understand that purchasing a cable pass provides me with only basic instruction, and that individualized and personal instruction is available to me for an additional cost. I also understand that there are two cableways, and I am advised to choose a course that is consistent with my skill level. For the safety of myself and those around me, should I have any doubts I will use only the beginner cableway. _____ (Initials)

I understand that any Watersports and related activities can be dangerous and involve a risk of injury, which may even be fatal. Despite the risk of injury, I agree to expressly assume all risks of injury or death to me while participating and/or observing any Watersports and related activities at the Orlando Watersports Complex. _____ (Initials)

I understand that wakeboarding, waterskiing, knee boarding, wake skating and tubing with or without the use of water obstacles is an extreme sport, and therefore is considered **very dangerous** and may result in serious **injury or death** to me or the rider/skier while participating in Watersports. _____ (Initials)

I understand the "OWC" and "CMI" provides no lifeguards on duty and I am advised to swim at my own risk. _____ (Initials)

This document is implemented from the date of signature of the undersigned person/persons and it will be in effect on this date and for any future visits. _____ (Initials)

BY SIGNING THIS AGREEMENT, YOU AND YOUR MINOR CHILDREN ARE GIVING UP YOUR RIGHTS TO SUE US FOR ANY REASON WHATSOEVER FOR ANYTHING OCCURRING UPON THESE PREMISES OR DURING OUR EVENTS FOREVER.

I UNDERSTAND I EXPRESSLY ASSUME ALL RISK INHERENT TO THE USE OF THE FACILITIES, AS WELL AS PARTICIPATING IN AND OBSERVING ANY WATERSPORT, INCLUDING BUT NOT LIMITED TO THE USE OF THE CABLEWAYS AND BOATS, AND ANY AND ALL EQUIPMENT.

Please read and be certain you understand the implications of signing. **Express Assumption of Risk Associated with use of Water Skiing/Wake Boarding and Related Activities**

I, _____ (please print your first & last name) do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Water Ski / Wake Board activities, water transportation to and from the Water Ski / Wake Board vessel and related water sport activities to which I am about to engage, including but not limited to:

- 1) changing water flow, tides, currents, wave action, and ship's wakes;
- 2) collision with any of the following:
 - a) other participants,
 - b) the watercraft,
 - c) other watercraft,
 - d) man made or natural objects,
 - e) shuttle boat:
- 3) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature;
- 4) my sense of balance, physical condition, ability to operate equipment, swim and / or follow directions;
- 5) collision, capsizing, sinking, or other hazard that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and / or drowning;
- 6) the presence of insects, bacteria's and marine life forms;
- 7) equipment failure or operator error;
- 8) heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration;
- 9) fatigue, chill and / or reaction time and increased risk of an accident

I specifically waive any defense insofar as this contract is concerned that may arise as a result of any state or local law and / or regulation or policy that may impact its enforceability.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being allowed to participate in the above-described Watersports, transportation, and Water Ski / Wake Board activities, as well as the use of any of the facilities, specifically, including water transportation and the use of the equipment of the below listed releasees, I hereby agree as follows:

- 1) To waive and release any and all claims based upon negligence, active or passive, with the exception of intentional, wanton, or willful misconduct that I may have in the future against all of the following named persons or entities herein referred to as releasees.

<u>Cableway Management LLC</u>	<u>Performance/Ski/Surf</u>	<u>Cobe Mik Inc.</u>	<u>Correct Craft</u>
Owner (Company and / or Individual)	Equipment provider	Boat Operator	Vessel Name

- 2) To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise, with the exception of gross negligence. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury or loss of life that may occur as a result of engaging in the above activities

- 3) By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.

I have read this Agreement, understand it, and I agree to be bound by it with my signature on page two. _____ (Initials)

Declaration of fitness to water ski / wakeboard

I hereby declare I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during Water Skiing / Wake Board activities:

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness.

Even if I have a health condition as stated above of which I am unaware, by signing this form I still choose to participate in the activity of Water Ski / Wake Board and agree to waive all responsibilities to all above mentioned parties concerning any consequences that would result from my actions.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of Water Ski / Wake Board activities, I will notify the Water Ski / Wake Board instructor immediately and before leaving the premises.

I have read this Declarations, understand it, and I agree to be bound by them.

Important: If you cannot sign the above declaration because of any of the above conditions, you must notify the instructor immediately before you leave shore or board any Water ski / Wakeboard Vessel / Cableway.

Signature of Adult Participant or Parent or Guardian if Participant is a Minor, and by their Signature, they on my behalf release all claims that both they and I have		Name of Adult Participant or Parent or Guardian (PLEASE PRINT)		Date of Birth (mm/dd/yyyy)	Date (mm/dd/yyyy)
Address of Adult Participant or Parent or Guardian		City	State	Zip	Phone #

Important: DO NOT SIGN for a minor unless you are the parent or legal guardian. If you do sign for a minor and you are not the parent or legal guardian you agree to pay all damages that may arise out of a claim against: "OWC", "CMI", "Correct Craft", Performance/Ski/Surf. (Initials)

Name of Minor (PLEASE PRINT)	Date of Birth (mm/dd/yyyy)
Name of Minor (PLEASE PRINT)	Date of Birth (mm/dd/yyyy)
Name of Minor (PLEASE PRINT)	Date of Birth (mm/dd/yyyy)

For OWC staff only:

Attention of the Instructor / Authorized Insured Only (Counter – sign upon full and correct completion)		
Counter – Signature of Authorized Insured	Name of Authorized Insured	Date

If parent/guardian is not able to sign release in the presence of OWC staff, this release must be notarized in the space provided below. If a legal guardian is completing the release, official notarized proof of legal guardianship papers must be provided.

Sworn to and subscribed before me this ____ day of , 20____ ,

by _____.

Notary Seal:

Signature of Notary Public

Name of Notary Typed, Printed , or Stamped

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____