

INSTRUCTIONS: Print these pages. Adult participants signing only for themselves must read, complete and sign this liability release waiver. All participants under 18 years of age MUST have the waiver completed initialed and signed by their parents or Legal Guardians. Please bring the signed form with you.

THE WAKEBOARD CAMP, INC. PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. READ THIS CAREFULLY BEFORE SIGNING. PLEASE FEEL FREE TO CONSULT WITH LEGAL COUNSEL OF YOUR CHOICE.

In consideration of the services of The Wakeboard Camp, Inc., its agents, officers, volunteers, participants, and all other persons or entities action in any capacity on their behalf (hereafter collectively referred to as TWC), I agree to release and discharge TWC, on behalf of myself, my children, parents, guardians, heirs, assigns, personal representative and estate as follows: I acknowledge the inherent extreme risk in wakeboarding activities, including those which could occur on water and result in physical or emotional injury, paralysis, death, or damage to me, property belonging to me, TWC and/or to third parties. I realize that these risks cannot be eliminated and include, among other things, falling in the water, being struck by equipment or a boat, drowning, struck by other participants, by my own negligence or other participants negligence. I understand that there are also unforeseeable accidents, which may occur, and I assume all risk associated with such accidents. I agree that there are possible accidents, which I cannot foresee, and I assume all risk associated with such accidents. I agree to pay attention to the lake and boat equipment and to advise TWC staff if I inflict or notice any damage. I agree to abide by all TWC safety rules. I agree that if TWC staff make a specific request or give an instruction to me, I will comply. I agree to use proper wakeboard practices and/or procedures. If I fail to use proper wakeboard practices and/or procedures, the fault is solely mine. I agree that the jobs of TWC staff are difficult and that they seek to create a safe environment by giving adequate warnings and/or instructions, however it is entirely possible that the equipment being used might malfunction, be defective, and/or fail. I agree that TWC staff might be unaware of a participant's fitness or abilities.

Initials:

I expressly agree and promise to accept and assume all of the risks, which exist by reason of my participation in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks. I agree to assume all risk of personal injury, including paralysis and death, which may occur while I am at The Wakeboard Camp facility. I hereby voluntarily release, remise and forever discharge and covenant not to sue, The Wakeboard Camp, Inc., its owners, directors, shareholders, officers, employees, hold manufacturers, lessors, insurer, and agents, from all liability for any such personal injury that I may incur, and any and all claims, demands or causes of action, which are in any way connected with my participation in this activity or my use of TWC's equipment and/or facilities, including any such claims which allege negligent acts or omissions of TWC. I understand that this Participant Agreement, Release, Acknowledgment of Risk and Indemnity Agreement includes my claims for personal injury, including death based in total or in part upon the NEGLIGENCE ACTION OR INACTION OF TWC, Wake Board Camp, Inc., its owners, officers, directors, shareholders, employees, equipment suppliers, equipment designers, safety manufacturers, lessors, insurers, and agents.

Initials:

In the event any claim, demand or cause of action is made against TWC, its owners, officers, directors, shareholders, employees, hold manufacturers, lessors, insurers and agents ("Releasees"), by the undersigned or by any minor over who, I have supervisory responsibility at the facilities of TWC (whether or not the undersigned is physically present at the time of the occurrence of any injury, damage or loss), I agree to indemnify, hold harmless, and defend the said Releasees, including the payment of reasonable attorneys fees, including indemnify (with payment of costs and a reasonable attorneys fee) for any claim arising in while or in part from alleged negligent action or inaction on the part of any Releasees.

Initials:

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I certify that I have no medical, emotional and/or physical conditions that could interfere with my safety in this activity, or else I am willing to assume - and bear the cost of - all risks that may be created, directly or indirectly, by any such condition.

Initials:

I understand and agree that the participant is staying on the TWC premises during camp and will remain on the premises unless escorted off premises by TWC staff. TWC staff will be on premises at all times, but TWC staff is not responsible for participants or their actions who leave the premises without permission or escorts.

Initials:

This Release applies to and binds my personal representative, heirs, and family. I further represent that I have complete and absolute authority to bind, contract for and legally act on behalf of any minor children in my family, and/or listed in this document, and understand and agree that TWC relies to its detriment upon this representation and would not allow my minor child to use its facility without this representation. If a member of my family under the age of 18, or other child that I have authority to legally act on behalf of, participates in any activity at The Wakeboard Camp, whether or not I am present, I make this release and these representations on his or her behalf as well as my own, and I agree to assume responsibility for his or her safety.

Initials:

Should TWC or anyone on their behalf, be required to incur attorney's fee and costs to enforce this agreement, I agree to indemnify and hold harmless that party for all such fees and costs.

Initials:

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TWC and any part Releasees on the basis of any claim form which I release them.

Initials:

I understand that this release is a contract. I sign it of my own free will. I also understand that this contract is severable; that if any part of it is held by a court of law to be unenforceable, the rest shall survive.

Initials:

I am aware that all camp activities, including but not limited to wakeboarding, swimming, boating, and jumping on the trampoline (and those activities run by The Wakeboard Camp) are hazardous activities that include certain risks and danger and include the risk of serious injury or death. I voluntarily accept full responsibility for all risks involved, including risks inherent in wakeboarding, in all camp activities and in the wakeboard area/marine/boating environment.

Initials:

I accept my responsibility to wakeboard and participate in other camp activities safely at all times and obey all posted behavior notices and any other wakeboard area and camp rules and policies.

Initials:

I understand that I may borrow or purchase certain equipment from TWC and/or other equipment suppliers, distributors, manufacturers, or sponsors through TWC, or elsewhere. Such equipment may include, but is not limited to wakeboards, bindings, vests, ropes, handles, and hardware (hereafter referred to as "equipment"). I agree that any equipment I use while wakeboarding or participating in camp activities, I use entirely at my own risk. I voluntarily acknowledge and assume all risks associated with the use of all equipment. I further agree to return, in good condition, any equipment that I borrow.

Initials:

In case of injury, I give permission for The Wakeboard Camp to seek medical treatment on my behalf.

Initials:

CANCELLATION POLICY

The deadline for cancellation of all camps is 30 days prior to the start of camp. Cancellations made by this date will receive a tuition refund less a \$100 administration fee. Enrollment cancellations after this date are non-refundable. Please keep in mind, there are no exceptions to the above stated policies.

INJURY REFUND POLICY

If you are injured during your stay at the camp you can receive full credit towards the riding time you have paid for and use it at another time or receive half of your payment for riding in cash or credit to your credit card.

Printed Name:

Signature:

Date:

Address:

City:

State:

Zip:

Note: Parents need to initial and sign above, as well as section below.

PARENT ADDITIONAL INDEMNIFICATION (for participants under 18 years old)

I represent that I have complete and absolute authority to bind, contract for and legally act on behalf of the minor children listed below. I understand and agree that TWC relies to its detriment upon this representation and would not allow the minor child to use its facility without this representation.. In consideration of the Minor(s) listed below (hereafter "Minor"), being permitted by TWC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless TWC and Releasees from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with the use or participation of Minor.

Parent Printed Name:

Parent Signature:

Date:

Minor Printed Name(s) (list all children):

Minor Signature(s) (if 14 years or older):