

2011 Pro Wakeboard and Wake Skate Tour – Participant Agreement and Release

Name of Participant: _____ Date of Birth: _____

Participant Address: _____

In consideration of being permitted to participate in the Pro Wakeboard and Wake Skate Tour (the "Event") by World Sports & Marketing LLC, you, the above-named participant, agree as follows:

1. **Rules.** You acknowledge that you have been furnished with a copy of the rules and regulations for the Event and are familiar with same, and agree to be governed thereby.

2. **Participation.** You are not required to participate in the Event. If you elect to participate, you shall abide by the terms of this agreement and shall use your best athletic efforts while competing.

3. **Waiver and Release.** In consideration of being allowed to participate in any way in the Event, you hereby, for yourself, your heirs, successors and assigns: (1) agree that prior to participating, you will inspect the facilities and equipment to be used, including your own equipment, and if you believe anything is unsafe, you will immediately advise your coach or supervisor and a tournament official, in writing, of such condition(s) and refuse to participate; (2) acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from your own action, inaction or negligence, but also from the action, inaction or negligence of others, the rules of play, or the condition of the premises or of any equipment used; (3) acknowledge that there may be other risks not known to the Pro Wakeboard and Wake Skate Tour, Bonnier Corporation, World Publications LLC, or World Sports & Marketing LLC (the "Organizers"), or not reasonably foreseeable at this time; (4) assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death; (5) release, waive, discharge, covenant not to sue and agree to indemnify, hold harmless and defend the Organizers, their affiliated clubs or other affiliated organizations, the owners and lessees of premises used to conduct the Event as well as each of their respective administrators, directors, agents, officers, coaches, and employees, other participants, sponsoring agencies, sponsors, advertisers, the national/international governing bodies of each participating division, and the tournament officials, all of which are hereinafter referred to as "Releasees," from any and all liability to you, your heirs, relatives and friends for any and all claims, demands, losses or damages including, but not limited to, injury to person, death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise; (6) authorize the Organizers to seek on your behalf all reasonable medical and surgical care that might be necessary if you are unable to authorize such care yourself as a result of some injury; (7) grant to the Organizers the non-exclusive right to use your name, voice and likeness in any photographs, television or motion pictures taken of you during the Event or related activities, for the limited purposes of Event promotion, advertisement, broadcast, and news reporting; and (8) agree that the Organizers have the right to control or prohibit advertising material used, worn, or displayed by you at the site during the Event. You agree that the Organizers reserve the right to disqualify you and to refuse to allow you to compete in the Event for any reason the Organizers deem just and proper, and in such event you will be entitled to the return of any entry fee paid and no further compensation or remedy. This waiver and release shall survive the termination of this agreement.

4. **Laws.** This agreement has been executed pursuant to the laws of the State of Florida and shall be construed in accordance with those laws, above all others.

5. **Entire Agreement.** This instrument evidences the entire agreement of the parties. It may not be changed orally, but may be changed only by and agreement in writing signed by the party or parties against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

6. **Attorney Fees.** If it should become necessary for either party to retain the services of an attorney to enforce the rights under this Agreement, then the prevailing party in any litigation shall be entitled to recover reasonable attorney's fees from the other party for the prosecution of said litigation together with all costs, including reasonable attorney's fees for all appellate proceedings.

7. **READ BEFORE ASSENT.** In assenting to this agreement, you acknowledge and represent that you have read this agreement, understand it, and indicate your assent to these terms voluntarily. You represent and warrant that you are legally authorized to assent to this agreement and that you are over eighteen (18) years of age and of sound mind.

By signing below, I agree to the above terms.

Participant Signature: _____

If the Participant is under 18, Parent/Guardian must read and acknowledge the language on the back of this form. By signing below, Parent/Guardian agrees to the above terms and liability release on behalf of the minor Participant.

Parent/Guardian Signature: _____ Printed Name: _____

Witness Signature: _____ Printed Name: _____

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM, AND THE REVERSE, COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASEES (AS DEFINED BELOW) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE RELEASING AND OTHERWISE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. THIS RELEASE APPLIES EVEN IF THE ACT OR OMISSION COMPLAINED OF WAS ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE STRICT LIABILITY OR NEGLIGENCE IN ANY FORM OF THE RELEASEES. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE ORGANIZERS HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

THE "RELEASEES" UNDER THIS AGREEMENT ARE THE PRO WAKEBOARD AND WAKE SKATE TOUR, BONNIER CORPORATION, WORLD PUBLICATIONS LLC, WORLD SPORTS & MARKETING LLC, THEIR AFFILIATED CLUBS OR OTHER AFFILIATED ORGANIZATIONS, THE OWNERS AND LESSEES OF PREMISES USED TO CONDUCT THE EVENT AS WELL AS EACH OF THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, COACHES, AND EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, THE NATIONAL/INTERNATIONAL GOVERNING BODIES OF EACH PARTICIPATING DIVISION, AND THE TOURNAMENT OFFICIALS.

BY SIGNING BELOW, YOU INDICATE THAT YOU HAVE READ AND UNDERSTAND THE FOREGOING, AND THAT YOUR SIGNATURE ON THE REVERSE IS VOLUNTARY.

Parent/Guardian Signature: _____ Printed Name: _____

Minor Participant: _____ Date of Birth: _____

Parent/Guardian Address: _____

Parent/Guardian Telephone Number: _____