

WORLD WAKEBOARD ASSOCIATION COMPETITOR'S WAIVER

WAKEBOARD WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF **THE WORLD WAKEBOARD ASSOCIATION (WWA), THEIR SPONSORS AND EVENT ORGANIZER** 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 GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM WWA, THEIR SPONSORS AND EVENT ORGANIZER 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. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND WWA, THEIR SPONSORS AND EVENT ORGANIZER HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

1. Definitions. The person who is participating in wakeboarding competition or any WWA event shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" means: The World Wakeboard Association (WWA), their sponsors, event organizer(s), site owner/lessee or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, competition officials, assignees, officers, directors, members, and shareholders. The "Activity" means taking part in wakeboarding competition or any WWA event, and using the wakeboarding facilities or boats for any purpose.

2. Risks of Activity. The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to: negligence of Participant, water conditions, tides, currents, wakes, collisions with other participants, watercraft and other manmade and natural objects, weather conditions, capsizing, sinking, exposure to elements, slips and falls, equipment failure and/or defects, operator error, mental distress from exposure to any of the above, and negligence of others. THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS. FURTHER PARTICIPANT AGREES THAT PRIOR TO PARTICIPATING, PARTICIPANT WILL INSPECT THE FACILITIES AND EQUIPMENT TO BE USED, INCLUDING PARTICIPANT'S OWN EQUIPMENT, AND IF PARTICIPANT BELIEVES ANYTHING IS UNSAFE WILL IMMEDIATELY ADVISE HIS/HER COACH OR SUPERVISOR AND A COMPETITION OFFICIAL, IN WRITING OF SUCH CONDITION(S) AND REFUSE TO PARTICIPATE.

3. Release, Indemnification, and Assumption of Risk. In consideration of the Participant being permitted to participate in the activity, the Undersigned agree as follows:

(a) **Release.** THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

(b) **Indemnification.** The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation in the Activity.

