



PERFORMANCE SKI AND SURF ROOTS TOUR
ASSUMPTION OF RISK AND GENERAL RELEASE ("AGREEMENT")

Participant's Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

In consideration of being allowed to participate in one or more of the 2024 Performance Ski and Surf Roots Tour wakeboard and wake surf tournaments and other good and valuable consideration, the undersigned "Participant" (hereinafter referred to as "Releasor"), agrees as follows:

- 1. (Initial) That the word "Participant" as used in this Agreement shall be defined as follows: The individual person who competes in one or more wakeboard and wakesurf tournaments as part of the 2024 Performance Ski and Surf Roots Tour and related activities.
2. (Initial) That the word "Releasees," as used in this Agreement shall be defined as follows: Performance Ski & Surf of Orlando, Inc., Mastercraft Boat Company, Square One Distribution, Christmas Florida Property LLC and their employees, officers, directors, shareholders, agents, representatives, supporters, promoters, sponsors, volunteers, affiliates, subsidiaries and independent contractors.
3. (Initial) That the "Releasor" acknowledges that he/she has investigated and evaluated the risks associated with wakeboarding, wakesurfing, tournament wakeboarding, tournament wake surfing and related activities.
4. (Initial) That "Releasor" is aware that wakeboarding and participation in a wakeboarding tournament is a dangerous and hazardous activity. "Releasor" further understands that wakeboarding, wake surfing, tournament wakeboarding, tournament wake surfing the use of tow boats and the body of water on which the tournament is held, including but not limited to docks, shoreline, jumps, sliders, or other objects, obstructions on, in or appurtenant to the tournament site as well as the use of wakeboarding and wake surfing equipment including but not limited to wakeboards, wake surfers, tow ropes, tow handles and bindings involve a significant risk of severe bodily injury or death to the "Participant."
5. (Initial) THAT THE "RELEASOR" EXPRESSLY AGREES TO FREELY, VOLUNTARILY AND EXPRESSLY TO ASSUME AND ACCEPT ANY AND ALL RISKS OF BODILY INJURY OR DEATH TO THE "PARTICIPANT" WHILE WAKEBOARDING IN ANY OF THE 2024 PERFORMANCE SKI AND SURF ROOTS TOUR WAKEBOARD AND WAKE SURF TOURNAMENTS AND RELATED ACTIVITIES.
6. (Initial) THAT THE "RELEASOR" HEREBY RELEASES ANY AND ALL "RELEASEES" FROM ANY AND ALL LIABILITY, CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, SUITS (IN EQUITY OR AT LAW) OF WHATSOEVER KIND OR NATURE FOR ANY LOSS, DAMAGE, INJURY OR DEATH INCURRED BY THE PARTICIPANT ARISING OUT OF OR IN ANY WAY RELATING TO PARTICIPATION IN ANY 2024 PERFORMANCE SKI AND SURF ROOTS TOUR WAKEBOARD AND WAKE SURF TOURNAMENT OR RELATED ACTIVITIES WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE "RELEASEES" OR OTHERWISE.
7. (Initial) That the "Releasor" has carefully read and understands this Agreement and agrees to the terms of this Agreement, acknowledges and represents that he/she is at least 18 years of age, and has authority to execute this Agreement signs it voluntarily.
8. (Initial) That any ambiguities in this Agreement shall be construed in favor of the "Releasees".

PLEASE READ CAREFULLY BEFORE SIGNING

Participant's Printed Name ("Releasor")
(if 18 years or older)

Participant's Signature

Date