



**PARTICIPANT WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**
Specific Event Waiver Form for MINORS (Under Age 18)

Event Name: Mercury Invitational Tournament

Event Date(s): June 25, 2022

Event Location: Janesville, IL

Sanction #: _____

In consideration of USA Water Ski & Wake Sports, Inc. ("USA-WSWS") allowing the minor identified below (**the "Minor"**) to participate in any USA-WSWS sanctioned event, including, but not limited to, any tournaments, clinics, shows, exhibitions, races, competitions, practices and related activities sanctioned by USA-WSWS (**the "Event" or "Events"**); I, for myself, and on behalf of Minor, and the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby represent, contract and agree to the terms of this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the "Agreement"**);

1. I represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Event(s); and (iii) the Minor is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the Minor's ability to safely participate in the Event(s), and that I am responsible for the Minor's safety and well-being at all times and under all circumstances while at each Event site.
2. I understand, acknowledge and assume the risks and dangers associated with the Minor's participation in the sport of water skiing, wake sports and related water sport disciplines and activities, including without limitation, the potential for serious bodily injury, concussions and traumatic brain injuries, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, boats, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect ski course conditions; water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations unknown to or beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("**Risks**"). I understand that these Risks may be caused in whole or in part by the Minor's own actions or inactions, the actions or inactions of others participating in the Event(s), or the negligent acts or omissions of the Released Parties defined below, and on behalf of the Minor, I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of the Minor's participation in any Event(s).
3. I understand that the Minor is required to be familiar with and to abide by the Rules, Regulations and Policies established for the Event(s), including but not limited to the Competitive Rules adopted by USA-WSWS and any safety regulations established for the benefit of all participants. I accept sole responsibility for the conduct and actions of the Minor while he or she is participating in the Event(s), and the condition and adequacy of the Minor's equipment. I understand that the Event Organizers have the right to control or prohibit advertising material used, worn, or displayed by a participant at the site during the Event(s), and that they have also reserved the right to disqualify anyone or deny participation in the Event for any reason they deem just and proper in their sole discretion.
4. I understand that the Minor must agree to the USA-WSWS Code of Conduct and Ethics and all other USA-WSWS policies and procedures. The standards set forth in this Code of Conduct and Ethics are mandatory and must be followed by all USA-WSWS members. Violations of the Code of Conduct and Ethics include (but are not limited to) the following:

Equal Treatment. USA-WSWS strictly prohibits unlawful discrimination or unlawful harassment of any kind. Treating someone in an unlawful discriminatory or harassing manner is a violation of the Code of Conduct and Ethics.

Safe Sport Policy. Any violation of the USA Water Ski & Wake Sports Safe Sport Policy (which is also a violation of the Code of Conduct and Ethics).

Fraud, Deception. Any act of fraud, deception, improper use of USA-WSWS assets, or dishonesty in connection with any USA-WSWS-related activity.

Inappropriate Conduct. Any non-consensual physical contact, obscene language or gesture, or other defamatory, demeaning, or threatening language (whether written or oral) or conduct directed towards a Colleague is a violation of the Code of Conduct and Ethics.

Conduct Detrimental. Any other material and intentional wrongful act conduct or failure to act not provided for above, which is detrimental to the image or reputation of USA-WSWS or its Objects and Purposes.

Anti-Doping Rules. Any violation of the IWWF Anti-Doping Rules, or other anti-doping rules or codes. Specifically, I understand and agree that the Minor is required to comply with the International Waterski & Wakeboard Federation (IWWF) Anti-Doping Rules and U.S. Anti-Doping Agency Protocol for Olympic and Paralympic Movement Testing (USADA Protocol) and all other policies and rules adopted by IWWF, USADA, and USOPC; agree to submit to drug testing; understand that applicable anti-doping rules would make the Minor subject to penalties, including but not limited to, disqualification and suspension; and agree to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of IWWF and/or USA-WSWS, if applicable or referred by USADA.

Retaliation. Any retaliation against any person who reports or participates in an investigation of a possible violation of our Code of Conduct and Ethics.

Initials _____

Failing to Report Violations and False Accusations. Any knowing or intentional failure to report a violation of this Code of Conduct and Ethics, or any false accusation which is knowing or intentional.

Any violation of the Code of Conduct and Ethics subjects the member to disciplinary action including but not limited to suspension and/or void of membership.

5. On behalf of the Minor, I grant to USA-WSWS, its member clubs and affiliates, the Event Organizers and any sponsors of the Event(s), unrestricted permission to use the Minor's name, likeness, or image in connection with the Event(s) or to promote USA-WSWS and its member clubs.
6. On behalf of the Minor, I hereby Release, Waive and Covenant Not to Sue the following parties: USA-WSWS, its members, clubs, associations, sport disciplines and divisions, including but not limited to USA-WSWS & Wake Sports Foundation (USA-WWF), American Water Ski Association (AWSA), American Barefoot Club (ABC), American Kneeboard Association (AKA), National Collegiate Water Ski Association (NCWSA), National Show Ski Association (NSSA), National Water Ski Racing Association (NWSRA), United States Hydrofoil Association (USHA), USA Wakeboard (USA-WB); USA Adaptive Water Ski & Wake Sports (USA-AWSWS); International Waterski & Wakeboard Federation (IWWF); United States Olympic & Paralympic Committee (USOPC); the Event Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; Lake, Venue and Property Owners or Operators upon which the Event(s) takes place; Boat Owners and Operators; Law Enforcement Agencies and other Public Entities providing support for the Event(s); and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to the Minor's participation in the Event(s), including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, the Minor, or anyone on the Minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties and Event Organizers from any such claims, demands, liabilities, losses, expenses or damages which any may be incurred as the result of such claim.
7. COVID-19 Acknowledgement - I attest that I am not experiencing any symptoms of illness such as a fever, cough, or shortness of breath. If I develop these symptoms, I agree that I will leave the event premises immediately. I am aware that I must follow the safety and hygiene protocols of the event organizer. I attest that:
 - I have not traveled internationally in the past 14 days
 - I have not traveled to a highly impacted area within the United States in the past 14 days
 - I do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19
 - I have not been diagnosed with COVID-19 or have been cleared as noncontagious by state or local public health authorities
 - I am following recommended guidelines as much as possible - practicing social distancing, trying to maintain separation of six feet from others, and otherwise limiting my exposure to the coronavirus.

I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature (including any electronic signature or consent to this Agreement) to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

MINOR: Print Name: _____ Age: _____ Date of Birth: _____ ☐ Male ☐ Female

X _____
Signature of Parent/Legal Guardian for Minor

Date Signed

Revised 1/13/2021