



PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT Specific Event Waiver Form for ADULTS (Age 18 or older)

Event Name: Mercury Open Show Ski Tournament

Event Date(s): June 29, 2019

Event Location: Janesville, WI

Sanction #: \_\_\_\_\_

In consideration of USA Water Ski & Wake Sports, Inc. ("USA-WSWS") allowing me, the undersigned, to participate in the USA-WSWS sanctioned tournament, clinic, show, exhibition, race, competition, practice or other event described above (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, 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 at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.
2. I understand, acknowledge and assume the risks and dangers associated with 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, 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 my 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 I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.
3. I agree to be familiar with and to abide by the Rules, Regulations and Policies established for the Event, 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 my own conduct and actions while participating in the Event, and the condition and adequacy of my 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 grant to USA-WSWS, its member clubs and affiliates, the Event Organizers and any sponsors of the Event(s), unrestricted permission to use my name, likeness, or image in connection with the Event(s) or to promote USA-WSWS and its member clubs.
5. 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 Water Ski & Wake Sports Foundation, 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 (USW) and Water Skiers with Disabilities Association (WSDA); International Waterski & Wakeboard Federation (IWWF); United States Olympic Committee (USOC); the Event Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; Lake, Venue and Property Owners or Operators upon which the Event takes place; Boat Owners and Operators; Law Enforcement Agencies and other Public Entities providing support for the Event; 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 my participation in the Event, 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, I, or anyone on my 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.

I hereby warrant that I am of legal age and competent to enter into this Agreement, 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 my spouse, children, 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.

Print Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  Male  Female

Home Address: \_\_\_\_\_ Home Tel.: (\_\_\_\_) \_\_\_\_\_

X \_\_\_\_\_ Signature of Participant

\_\_\_\_/\_\_\_\_/\_\_\_\_ Date Signed



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

Event Name: Mercury Open Show Ski Tournament

Event Date(s): June 29, 2019

Event Location: Janesville, WI

Sanction #: \_\_\_\_\_

In consideration of USA-WSWS & Wake Sports, Inc. ("USA-WSWS") allowing the minor identified below ("Minor") to participate in the USA-WSWS sanctioned tournament, clinic, show, exhibition, race, competition, practice or other event described above (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, 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").
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.
4. 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.
5. 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, 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 (USW) and Water Skiers with Disabilities Association (WSDA); International Waterski & Wakeboard Federation (IWWF); United States Olympic Committee (USOC); the Event Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; Lake, Venue and Property Owners or Operators upon which the Event takes place; Boat Owners and Operators; Law Enforcement Agencies and other Public Entities providing support for the Event; 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, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

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 \_\_\_\_\_ Date Signed \_\_\_\_\_

Signature of Parent/Legal Guardian for Minor

Date Signed