PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Specific Event Waiver Form for ADULTS (Age 18 or older)

Event Name: DI NATIONAL SHOW SKI TOURNAMENT Event Date(s): AUGUST 7-9, 2020

Event Location: ROCKFORD, IL 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 hereby agree to the USA-WSWS Code of Conduct 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. Any one or more of the following shall constitute violations of this Code of Conduct and Ethics:

   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 this Code of Conduct.

   SafeSport Policy. Any violation of the USA Water Ski & Wake Sports SafeSport 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 this Code of Conduct.

   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.

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

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

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

5. 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.

Initials_____

6. 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*

Revised 11/1/2019