



SARASOTA SKI-A-REES

WATER SKI SHOW TEAM

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

For and in consideration of **SARASOTA SKI-A-REES; SARASOTA SKI-A-REES OFFICERS, DIRECTORS AND MEMBERS; CITY OF SARASOTA; SARASOTA SKI-A-REES BOAT DRIVERS, RELEASE PULLERS AND OBSERVERS; AND USA WATER SKI ("USA Water Ski")** allowing me, the undersigned, to participate in any SARASOTA SKI-A-REES sponsored and non-sponsored, organized and non-organized, supervised and non-supervised event and or activity (**the "Event" or "Activity"**) or USA Water Ski sanctioned event, including, but not limited to, any tournaments, clinics, shows, exhibitions, races, competitions, practices and related activities held by SARASOTA SKI-A-REES; SARASOTA SKI-A-REES OFFICERS, DIRECTORS AND MEMBERS; CITY OF SARASOTA; SARASOTA SKI-A-REES BOAT DRIVERS, RELEASE PULLERS AND OBSERVERS; or sanctioned by USA WATER SKI (the "Event" or "Activity"); 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 agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the "Agreement"**);

1. I hereby 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" or "Activity"; 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" or "Activity". I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the "Event" or "Activity", that I am responsible for my own safety and well being at all times and under all circumstances while at the Sarasota Ski-A-Rees site. I certify that I have no physical or mental condition that precludes me from participating in the "Event" or "Activity" and that I am not participating against medical advice. Even if I have a health condition of which I am unaware, by signing this form I still choose to participate in the activity of Water Skiing/Wake Board and agree to waive all responsibilities to all above mentioned parties concerning any consequences that would result from my actions. I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of Water Skiing / Wake Board activities, I will notify the Water Ski/Wake Board personal immediately and before leaving the premises.

2. I understand and acknowledge the risks and dangers associated with participation in the "Event" or "Activity" in the sport of water skiing and related water sport disciplines, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; heat or sun related injuries or illness, including sunburn, sun stroke or dehydration; fatigue, chill and/or reaction time and increased risk of an accident; my sense of balance, physical condition, ability to operate equipment, swim and/ or follow directions; loss of or damage to equipment, property; exposure to extreme conditions and circumstances such as wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperatures; collision and/ or contact with other participants, spectators, boats, animals or other natural or manmade objects; collision, capsizing, sinking, or other hazard that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and / or drowning; the presence of insects and marine life forms; imperfect ski course conditions; changing water flow, tides, currents, wave action, and boat wakes; water and surface hazards; equipment failure; operator error; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the "Event" or "Activity" 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" or "Activity", 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 any "Event" or "Activity".

3. I agree to be familiar with and to abide by the SARASOTA SKI-A-REES RULES, REGULATIONS AND CONDITIONS; SARASOTA SKI-A-REES BY-LAWS; SARASOTA SKI-A-REES MANATEE VARIANCE RULES AND REGULATIONS; CITY OF SARASOTA LEASE PROVISIONS; USA WATER SKI RULES, REGULATIONS AND CONDITIONS; AND FLORIDA FISH AND WILDLIFE RULES, REGULATIONS AND CONDITIONS established for the "Event" or "Activity", including but not limited to the Competitive Rules adopted by USA Water Ski 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" or "Activity", and the condition and adequacy of my equipment. I understand that the "Event" or "Activity" Organizers have the right to control or prohibit advertising material used, worn, or displayed by a participant at the site during the "Event" or "Activity", and that they have also reserved the right to disqualify anyone or deny participation in the "Event" or "Activity" for any reason they deem just and proper in their sole discretion.

4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: SARASOTA SKI-A-REES; SARASOTA SKI-A-REES OFFICERS, DIRECTORS, MEMBERS AND VOLUNTEERS; SARASOTA SKI-A-REES BOAT OWNERS, DRIVERS, RELEASE PULLERS AND OBSERVERS; CITY OF SARASOTA; CITY OF SARASOTA MAYOR, ELECTED OFFICERS, EMPLOYEES AND VOLUNTEERS; SARASOTA COUNTY AND THEIR ELECTED OFFICERS, EMPLOYEES AND VOLUNTEERS; and USA WATER SKI, their members, clubs, associations, sport disciplines and divisions, including but not limited to American Water Ski Educational Foundation (AWSEF), 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" or "Activity" Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; City of Sarasota, County of Sarasota, Venue and Property Owners or Operators upon which the "Event" or "Activity" takes place; Boat Owners and Operators; Law Enforcement Agencies and other Public Entities providing support for the "Event" or "Activity"; 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" or "Activity Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys 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" or "Activity", 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 from any such Liabilities which 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 to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. **I specifically waive any defense insofar as this Agreement is concerned that may arise as a result of any state or local law and/or regulation or policy that may impact its enforceability.** 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.

_____ hereby
(PRINT NAME)

acknowledge that I have read and understand the above waiver and release, and agree to abide by SARASOTA SKI-A-REES RULES, REGULATIONS AND CONDITIONS; SARASOTA SKI-A-REES BY-LAWS; SARASOTA SKI-A-REES MANATEE VARIANCE RULES AND REGULATIONS; CITY OF SARASOTA LEASE PROVISIONS (located on site); USA WATER SKI RULES, REGULATIONS AND CONDITIONS; AND FLORIDA FISH AND WILDLIFE RULES, REGULATIONS AND CONDITONS (available on-line) prior to engaging in any activity.

Print Name: _____ Age: _____
Date of Birth: _____ Male Female
Home Address: _____
Home Telephone: _____

Signature of Participant *Date Signed* _____
Date

SWORN TO AND SUB SCRIBED before me this _____ day of _____ 20 _____, by _____, Who(m) is personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida and My commission expires on _____