

## RELEASE OF LIABILITY

FOR AND IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ACTIVITIES DESCRIBED HEREIN, I, \_\_\_\_\_, the undersigned, hereby agree never to sue and hereby forever release and discharge from liability SCHOOL OF WAKE, LLC. its/their employees, owners, parent and subsidiary companies, affiliates, agents, landowners, officers, directors, sponsors, promoters, organizers and equipment suppliers (collectively "THE RELEASED PARTIES") from any and all liabilities, claims, demands, or causes of action that I may hereafter have for death, personal injury, property damage or any loss of any kind arising out of participation in boating, water board sports, water skiing, wake skating, wakeboarding, wakeboarding exhibition, and wakeboarding competition activities which risks may include but are not limited to coming contact with ramps, curbs, steps, inclines, declines, towers, walls, jumps, sliders, kickers, and other structures regardless of cause, including but not limited to losses CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASED PARTIES or hidden, latent, or obvious defects in the premises and equipment used or any other person or cause.

I understand and acknowledge that the activities described herein are hazardous and have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN ANY OF THE ACTIVITIES DESCRIBED HEREIN INCLUDING WITHOUT LIMITATION BOATING, WATER BOARD SPORTS, WATER SKIING, WAKE SKATING, WAKEBOARDING, WAKEBOARDING EXHIBITION, AND WAKEBOARDING COMPETITION ACTIVITIES INCLUDING THE RISK OF PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASED PARTIES or hidden, latent, or obvious defects in the premises and equipment used.

I agree to release SCHOOL OF WAKE, LLC. its/their employees, owners, parent and subsidiary companies, affiliates, agents, landowners, officers directors, sponsors, promoters, organizers and equipment suppliers, from any and all liability for death, personal injury, property damage or any loss of any kind that results from the participant's participation in any activity described herein including without limitation boating, water board sports, water skiing, wake skating, wakeboarding, wakeboarding exhibition, and wakeboarding competition activities regardless of cause, including all liability which results from the NEGLIGENCE of THE RELEASED PARTIES, or any other person or cause.

I have received instruction on the use of my own personal equipment from third parties and fully understand its use and function. I agree to hold harmless and indemnify THE RELEASED PARTIES for any loss or damages related to the use of this equipment.

To the fullest extent allowed by law, I hereby agree to release, indemnify and hold harmless THE RELEASED PARTIES and all manufacturers and distributors of this equipment, and their owners, agents and employees, from any and all liability for

damage, injury or death to myself or to any other person or property which may result while using this equipment, and I waive any right to present any legal claim or suit against all of these persons, whether based on negligence, breach or warranty, strict products liability, violation of statute or any other legal theories.

I AGREE NEVER TO SUE AND HEREBY RELEASE FROM LIABILITY SCHOOL OF WAKE, LLC., its/their employees, owners, parent and subsidiary companies, affiliates, agents, landowners, officers, directors, sponsors, promoters, organizers and equipment suppliers for any damage, injury or death to me arising from my participation in any of the activities described herein including without limitation the sport of boating, water board sports, water skiing, wake skating, wakeboarding, wakeboarding exhibition, and wakeboarding competition activities regardless of cause.

I hereby grant permission in case of injury to have an emergency medical technician or other qualified medical person or doctor to provide me with medical assistance and/or treatment. I do hereby for myself, my heirs, parents, guardians, executors, assigns and administrators, release, acquit, waive and forever discharge THE RELEASED PARTIES and/or the emergency medical technician, qualified medical person or doctor, their employees, agents, representatives, officers and directors, of and from any and all liability, actions, claims, demands or suits whatsoever which I may now or hereafter have or claim to have, on account of any injury sustained and suffered by me in connection with said medical assistance and treatment.

I understand this is a RELEASE OF LIABILITY which will prevent me or my heirs from filing suit or making any claim for damages in the event of injury or death to me. Additionally, in the event I file or, my parents, my spouse, my significant other, my child, my estate, my heirs, assigns, agents or legal representatives file a claim or a lawsuit arising out of any of the activities described herein including without limitation the sport of boating, water board sports, water skiing, wake skating, wakeboarding, wakeboarding exhibition, and wakeboarding competition activities regardless of cause, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES for any damages, attorneys' fees or costs arising out of such a claim or lawsuit. With the aforesaid fully understood, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my parents, my spouse, my significant other, my child, my estate, my heirs, assigns, agents and legal representatives.

To the best of my knowledge, I have no physical condition which would interfere with my ability to participate in or attend any of the activities described herein or that would endanger my health by participating in such activities.

This document is legal, binding contract which supersedes any other agreements or representations by or between the parties and which is intended to provide a comprehensive release of liability, but it is not intended to assert any claims or defenses which are prohibited by law. No part of this release may be edited or varied orally.

**NOTICE: DO NOT SIGN THIS RELEASE BEFORE YOU READ IT. THIS AGREEMENT CONTAINS A WAIVER AND RELEASE TO WHICH YOU WILL BE BOUND.**

I understand and agree that this agreement will be interpreted under Missouri law. Also, if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable

Executed this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Participant

IF PARTICIPANT IS A MINOR (UNDER 18 YEARS OF AGE) A PARENT OR LEGAL GUARDIAN MUST SIGN BELOW:

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to release, save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and to release said parties on behalf of the minor and the parents or legal guardian.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Parent / Legal Guardian