

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
INDEMNITY, AND PARENTAL CONSENT AGREEMENT
THE WAKEBOARD CLINIC**

IN CONSIDERATION of being permitted to participate in any way in The Wakeboard Clinic's classes, instruction, activities, etc., (hereinafter "Activities") the undersigned, and the undersigned's personal representatives, assigns, heirs and next of kin hereby agrees to the following:

1. **I, ACKNOWLEDGE, AGREE AND FULLY UNDERSTAND** the nature of the Activities and that I am qualified, in good health and in proper physical condition to participate in said Activity. I further agree and warrant that prior to participating I will personally inspect the facilities and equipment to be used (including but not limited to: boats, watercraft, skis ropes, clothing, personal flotation devices, trampoline, courses) and if at any time if believe or perceive anything or conditions to be unsafe, I will immediately advise the appropriate employees, coaches, persons of the Wakeboard Clinic and I will immediately discontinue and/or refuse to further participate in the Activity.

2. **I ACKNOWLEDGE, AGREE AND FULLY UNDERSTAND THAT I WILL BE ENGAGING/PARTICIPATING IN ACTIVITIES THAT INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY AND/OR SOCIAL AND ECONOMIC LOSS, INCLUDING TEMPORARY OR PERMANENT DISABILITY, PARALYSIS, AND POSSIBLE DEATH.**
I ACKNOWLEDGE THAT SUCH RISKS AND/OR DANGERS MIGHT RESULT FROM MY OWN ACTIONS OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS PARTICIPATING IN THE ACTIVITY, THE CONDITIONS IN WHICH THE ACTIVITY TAKES PLACE, THE EQUIPMENT USED DURING THE ACTIVITY, NEGLIGENCE, CARELESSNESS OR RECKLESSNESS OF OTHERS, AND ANY OTHER RISKS OR DANGERS THAT ARE NOT KNOWN OR SEASONABLY OR READILY FORESEEABLE AT THE TIME.
I FULLY UNDERSTAND, ACCEPT AND ASSUME ALL SUCH RISKS AND DANGERS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I INCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY.

3. **WHEREFORE, I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** The Wakeboard Clinic, Boyne USA Inc, Boyne Mountain Resort, LLC, their respective administrators, directors, agents, offices, members, coaches, volunteers, employees, sponsors, advertisers, other participants, owners and lessors of the facilities and equipment used when participating in the Activity. **I FURTHER RELEASE FROM ALL LIABILITY, CLAIMS, DAMAGES, DEMANDS, LOSSES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, CARELESSNESS AND/OR RECKLESSNESS OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS.**

4. **I FURTHER UNDERSTAND AND AGREE** that if, despite this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**, I or anyone on my behalf, makes a claim against any of the Releasees, I will **INDEMNIFY, SAVE AND HOLD HARMLESS EACH AND EVERY RELEASEE HERE TO** from any and all litigation, arbitration, or mediation expenses, attorney fees, loss, liability, damage or cost which may be incurred as a result of such claim.

I acknowledge and understand that Wakeboarding is an activity that is conducted in locations that may be remote from outside help in the event of accident or emergency. The Activity is therefore subject to all risks associated with cold water, extreme weather conditions and difficult rescue and evacuation of injured persons

I further acknowledge and affirm that as a participant in the Activity, I am not an employee of The Wakeboard Clinic, its servants, agents, employees and assigns. I further acknowledge that I am not entitled to any benefits of the employees of The Wakeboard Clinic, including but not limited to, Worker's Compensation coverage.

I acknowledge and understand that Wakeboarding is a physically demanding Activity that requires a reasonable level of health and physical strength and conditioning.

I hereby declare that I have the following physical and/or medical conditions which may impact my ability to participate in the Activity: _____

5. I HEREBY ACKNOWLEDGE AND RECORD MY INDEPENDENT, KNOWING, AND VOLUNTARY DECISION TO PARTICIPATE IN THE ACTIVITES CONDUCTED BY THE WAKEBOARD CLINIC.
6. I HEREBY ACKNOWLEDGE MY VOLUNATRY AND INFORMED ASSUMPTION OF FULL RESPONSIBILITY AND LIABILITY FOR ANY INJURIES AND/OR DAMAGES THAT I MAY INCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY.

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND THE TERMS HEREIN. I UNDERSTAND THAT I HAVE WAIVED SUSTANTIAL REIGHTS BY SIGNING THIS AGREEMENT. I HAVE SIGNED IT KNOWINGLY, FREELY, WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE WHATSOEVER AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILTIY TO THE GREATEST E3XTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD INVALID, THE REMAINING PARTS OF THIS AGREEMENT SHALL CONTINUE TO BE FULLY ENFORCEABLE.

Name of Participant

Date

Address (Street, City, State, Zip Code)

Phone

Participant's Signature (if 18 years or older)

RELEASE OF MINOR

I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE ACTIVITY HERETO, THE MINOR'S EXPERIENCE AND CAPABILITES AND BELIEVE THE MINOR TO BE CAPABLE AND QUALIFIED, IN GOOD HEALT, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, WAIVE, DISCHARGE COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S HERETO FROM ALL LIABILITY, CLAIMS, DAMAGES, DEMANDS OR LOSSOS ON MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, CARELESSNESS, RECKLESSNESS OR OTHERWISE, INCLUDING NEGLIGENT RESUE OPERATIONS. I FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I THE MINOR OR ANYONE ON THE MINOR'S BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASESS'S HERETO, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF HT ERELEASEES HERETO FROM ANY LITIGATION, ARBIRTRATION, OR MEDIATION EXPENSES, ATTORNEY FEES, LOSS LIABILTY, DAMAGE OR ANY OST THAT MAY OCCUR AS A RESULT OF ANY SUCH CLAIM.

Name of Parent/Guardian (Print)

Date

Address (Street, City, State, Zip Code)

Phone

Signature of Parent/Guardian