

SKI RIXEN - QUIET WATERS, INC. & BROWARD COUNTY

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. READ THIS CAREFULLY BEFORE SIGNING. PLEASE FEEL FREE TO CONSULT WITH LEGAL COUNSEL OF YOUR CHOICE.

In consideration of the services of Ski Rixen - Quiet Waters, Inc. and Broward County, its agents, officers, volunteers, participants, and all other persons or entities action in any capacity on their behalf (hereafter collectively referred to as SR-QW & BC), I agree to release and discharge SR-QW & BC, on behalf of myself, my children, parents, guardians, heirs, assigns, personal representative and estate as follows:

I acknowledge the inherent extreme risk in cable wakeboarding and water skiing activities, including those which could occur on water and result in physical or emotional injury, paralysis, death, or damage to me, property belonging to me, SR-QW & BC and/or to third parties. I realize that these risks cannot be eliminated and include, among other things, falling in the water, being struck by equipment, drowning, struck by other participants, by my own negligence or other participants negligence. I understand that there are also unforeseeable accidents, which may occur, and I assume all risk associated with such accidents. I agree that there are possible accidents, which I cannot foresee, and I assume all risk associated with such accidents. I agree to pay attention to the lake and equipment and to advise SR-QW staff if I inflict or notice any damage. I agree to abide by all SR-QW safety rules. I agree that if SR-QW staff make a specific request or give an instruction to me, I will comply. I agree to use proper wakeboard and water ski practices and/or procedures. If I fail to use proper wakeboard or water skiing practices and/or procedures, the fault is solely mine. I agree that the jobs of SR-QW staff are difficult and that they seek to create a safe environment by giving adequate warnings and/or instructions, however it is entirely possible that the equipment being used might malfunction, be defective, and/or fail. I agree that SR-QW staff might be unaware of a participant's fitness or abilities.

Initials: _____

I expressly agree and promise to accept and assume all of the risks, which exist by reason of my participation in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks. I agree to assume all risk of personal injury, including paralysis and death, which may occur while I am at Ski Rixen - Quiet Waters, Inc. facility. I hereby voluntarily release, remise and forever discharge and covenant not to sue, Ski Rixen - Quiet Waters, Inc., and Broward County, its owners, directors, shareholders, officers, employees, hold manufacturers, lessors, insurer, and agents, from all liability for any such personal injury that I may incur, and any and all claims, demands or causes of action, which are in any way connected with my participation in this activity or my use of SR-QW's equipment and/or facilities, including any such claims which allege negligent acts or omissions of SR-QW & BC. I understand that this Participant Agreement, Release, Acknowledgment of Risk and Indemnity Agreement includes my claims for personal injury, including death based in total or in part upon the NEGLIGENT ACTION OR INACTION OF SR-QW & BC, its owners, officers, directors, shareholders, employees, equipment suppliers, equipment designers, safety manufacturers, lessors, insurers, and agents.

Initials: _____

In the event any claim, demand or cause of action is made against SR-QW & BC, its owners, officers, directors, shareholders, employees, hold manufacturers, lessors, insurers and agents ("Releasees"), by the undersigned or by any minor over who, I have supervisory responsibility at the facilities of SR-QW (whether or not the undersigned is physically present at the time of the occurrence of any injury, damage or loss), I agree to indemnify, hold harmless, and defend the said Releasees, including the payment of reasonable attorneys fees, including indemnify (with payment of costs and a reasonable attorneys fee) for any claim arising in whole or in part from alleged negligent action or inaction on the part of any Releasees.

Initials: _____

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I certify that I have no medical, emotional and/or physical conditions that could interfere with my safety in this activity, or else I am willing to assume - and bear the cost of - all risks that may be created, directly or indirectly, by any such condition.

Initials: _____

This Release applies to and binds my personal representative, heirs, and family. I further represent that I have complete and absolute authority to bind, contract for and legally act on behalf of any minor children in my family, and/or listed in this document, and understand and agree that SR-QW & BC relies to its detriment upon this representation and would not allow my minor child to use its facility without this representation. If a member of my family under the age of 18, or other child that I have authority to legally act on behalf of, participates in any activity at Ski Rixen - Quiet Waters, Inc., whether or not I am present, I make this release and these representations on his or her behalf as well as my own, and I agree to assume responsibility for his or her safety.

Initials: _____

Should SR-QW & BC or anyone on their behalf, be required to incur attorney's fee and costs to enforce this agreement, I agree to indemnify and hold harmless that party for all such fees and costs.

Initials: _____

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SR-QW & BC and any part Releasees on the basis of any claim form which I release them.

Initials: _____

I understand that this release is a contract. I sign it of my own free will. I also understand that this contract is severable; that if any part of it is held by a court of law to be unenforceable, the rest shall survive.

Initials: _____

I am aware that all activities, including but not limited to wakeboarding and water skiing (and all other activities run by Ski Rixen - Quiet Waters, Inc.) are hazardous activities that include certain risks and danger and include the risk of serious injury or death. I voluntarily accept full responsibility for all risks involved, including risks inherent in cable wakeboarding and water skiing, in all activities and in the cable water skiing and wakeboard environment.

Initials: _____

I accept my responsibility to wakeboard and water ski and participate in other activities safely at all times and obey all posted behavior notices and any other wakeboard or water ski areas and rules and policies.

Initials: _____

I understand that I may borrow or purchase certain equipment from SR-QW and/or other equipment suppliers, distributors, manufacturers, or sponsors through SR-QW, or elsewhere. Such equipment may include, but is not limited to wakeboards, bindings, vests, ropes, handles, and hardware (hereafter referred to as "equipment"). I agree that any equipment I use while wakeboarding or participating in other activities, I use entirely at my own risk. I voluntarily acknowledge and assume all risks associated with the use of all equipment. I further agree to return, in good condition, any equipment that I borrow.

Initials: _____

I am completely aware of and accept the risk and hazards inherent upon the use of the water jumps, sliders, ramps, water obstacle ski and wake board equipment and the use of the cable water ski and its facilities.

Initials: _____

Watersport Helmets must be worn to use all water obstacles. Use of water obstacles will result in voiding the warranty on your wakeboard. SR-QW is not responsible for any damage to the board or injury to you.

Initials: _____

I understand I must wear a coast guard approved life jacket and that SR-QW & BC provide no lifeguards on duty and I am advised to swim at my own risk. I acknowledge that I can swim and have no physical limitations that prevent me from participating in this activity. Furthermore, I acknowledge that I can walk back to the "take off" ramp from the water and am otherwise not physically unable to participate in this activity.

Initials: _____

In case of injury, I give permission for Ski Rixen - Quiet Waters, Inc. to seek medical treatment on my behalf.

Initials: _____

In Water Skiing, I understand I may be exposed to a number of high-risk factors and activities, including, but not limited to, other water skiers, equipment, animals, rocks, debris, shrubbery, loud noises, the elements and **marine life forms** any of which may involve the risk of injury **illness or Disease or Mental Damage** or even death. By entering the water and otherwise being on SR-QW's premises, I recognize these risks as well as the possibility of other unknown risks inherent in any outdoor recreational sport or activity. Such risks further include, but may not be limited to, failure of equipment (whether owned and or operated by SR-QW or others), falls in, on or around SR-QW's grounds and facilities, and risks or injuries associated with or caused by the conduct of other persons, whether SR-QW employees or third parties.

Initials: _____

Printed Name:

Address:

Cell Phone:

City:

State:

Zip:

Signature: _____ **Date:** _____
(Must be signed in front of a Ski Rixen Employee)

Email:

Note: Parents need to initial and sign above, as well as the next page, for EACH child.

*** By providing your email address you agree to receive communications from our company and/or partners.**

SKI RIXEN - QUIET WATERS, INC. & BROWARD COUNTY PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

PARENT ADDITIONAL INDEMNIFICATION (for participants under 18 years old)

I represent that I have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed below. I understand and agree that SR-QW & BC relies to its detriment upon this representation and would not allow the minor child to use its facility without this representation.. In consideration of the Minor(s) listed below (hereafter "Minor"), being permitted by SR-QW & BC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SR-QW & BC and Releasees from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with the use or participation of Minor. I give my consent and permission to medical personnel to obtain or administer, on my behalf or on behalf of my minor child, first aid and emergency medical treatment in case of sickness, accident, injury and to secure medical care at my expense and to make decisions concerning medical care if I am unable to do so, or if incase of my minor child, if I am unable to be reached. I give consent for drug testing to be performed in the event of any accident or during the course of any medical care or treatment for myself or my minor child.

Parent Printed Name:	Minor Printed Name:
Parent Signature: <small>(Must be signed in front of a Ski Rixen Employee, or notarized below)</small>	Minor Signature (if 12 years or older):
Date:	Date of Birth (DOB) (mm/dd/yyyy): _____/_____/_____

RELEASE BY ADULT, INDIVIDUALLY, AND ON BEHALF OF MINOR CHILD FROM RESPONSIBILITY FOR ALL NEGLIGENCE UPON ENTERING ONTO THESE PREMISES AND/OR BY PARTICIPATION IN INHERENTLY DANGEROUS ACTIVITY AND INDEMNITY AGREEMENT

Whereas each of the undersigned individuals are desirous of using the cable water ski as a skier/wake boarder and is doing so entirely upon his or her own initiative, risk, and responsibility.

Initials: _____

I/We am/are completely aware of and accept the risk and hazards inherent upon the use of the water jumps, sliders, ramps, water obstacle ski and wake board equipment and the use of the cable water ski and its facilities.

Initials: _____

Now therefore, in consideration of use of the cable water ski, whether with or without charge, each of the undersigned individually, and/or as a representative of and on behalf of his or her spouse, child, or ward, hereby release, discharge and covenant not to sue SR-QW & BC and/or their agents, officers, servants, representatives, and employees of and from any liability, claims, demands, actions, and causes of action whatsoever arising our of or related to any loss, damage, or injury, including fatal injury sustained while using, participating and/or observing the cable water ski, whether or not caused by the negligence of SR-QW & BC or its employees, agents, officers, servants, representatives, or by failure of the equipment.

Initials: _____

This release shall be binding upon the spouse, heirs, legal representatives, next of kin, executors, and administrators of each of the undersigned. In signing the foregoing release, each of the undersigned acknowledges and represents that he/she has read the foregoing release, understands and signs it voluntarily, that he/she is at least eighteen (18) years of age and of sound mind; that he/she is legally sober from the effects of alcohol & drugs; that he/she agrees to follow any and all instructions of the SR-QW personnel while using cable water ski, and that he/she is in good health, suffering from no physical disability which might impair his/her mental faculties and/or normal water skiing/wakeboarding & or swimming capabilities.

Initials: _____

Watersport Helmets must be worn to use all water obstacles. Use of water obstacles will result in voiding the warranty on your wakeboard. SR-QW is not responsible for any damage to the board or injury to you.

Initials: _____

I understand that any watersport and related activities can be dangerous and involve a risk of injury, which may even be fatal. Despite the risk of injury, I agree to expressly assume all risks of injury or death to me while participating and/or observing any watersports and related activities at SR-QW.

Initials: _____

I understand that wakeboarding, waterskiing, and knee boarding with or without the use of water obstacles is an extreme sport, and therefore is considered very dangerous and may result in serious injury or death to me or the rider/skier while participating in watersports.

Initials: _____

I understand I must wear a coast guard approved life jacket and that SR-QW & BC provide no lifeguards on duty and I am advised to swim at my own risk. I acknowledge that I can swim and have no physical limitations that prevent me from participating in this activity. Furthermore, I acknowledge that I can walk back to the "take off" ramp from the water and am otherwise not physically unable to participate in this activity.

Initials: _____

This document is implemented from the date of signature of the undersigned person/persons and it will be in effect for a period of five (5) years from the date of my signature.

Initials _____

BY SIGNING THIS AGREEMENT, YOU AND YOUR MINOR CHILD ARE GIVING UP YOUR RIGHTS TO SUE US FOR ANY REASON WHATSOEVER FOR ANYTHING OCCURRING UPON THESE PREMISES OR DURING OUR EVENTS FOR 5 YEARS.

I HAVE READ AND FULLY UNDERSTAND THE FOREGOING RELEASE AND PARTICIPATE AT MY OWN RISK.

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY. I UNDERSTAND IT IS A RELEASE OF ANY AND ALL CLAIMS.

I UNDERSTAND I EXPRESSLY ASSUME ALL RISK INHERENT TO THE USE OF THE FACILITIES, AS WELL AS PARTICIPATING IN AND OBSERVING ANY WATERSPORT, INCLUDING BUT NOT LIMITED TO THE USE OF THE CABLE WATER SKI, AND ANY AND ALL EQUIPMENT.

I ACKNOWLEDGE THAT I HAVE WATCHED THE VIDEO DEMONSTATION AND I HAVE NO RESERVATIONS CONCERNING MY CHILD'S ABILITY TO PARTICIPATE IN THIS ACTIVITY.

I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF ALL THE ABOVE PROVISIONS.

DO NOT SIGN IF YOU DO NOT UNDERSTAND!

If parent/guardian is not able to sign release in the presence of SR-QW staff, this release must be notarized in the space provided below. If a legal guardian is completing the release, official notarized proof of legal guardianship papers must be provided.

Sworn to and subscribed before me this ____ day of , 20____ ,	
by _____.	
Notary Seal:	_____ Signature of Notary Public
	_____ Name of Notary Typed, Printed , or Stamped
Personally Known ____ OR Produced Identification ____	
Type of Identification Produced _____	