

**WAKESURF RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with use of Wakesurfing and Related Activities.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with wakesurfing activities, water transportation to and from the wakesurf vessel and related water sports activities to which I am about to engage, including but not limited to:

1. changing water flow, tides, currents, wave action, and boat wakes;
2. collision with any of the following: a. other participants, b. the watercraft
c. other watercraft, d. man made or natural objects, e. shuttle boat;
3. wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature;
4. my sense of balance, physical condition, ability to operate equipment, swim and/or follow directions;
5. collision, capsizing, sinking, or other hazard that may result in wetness, injury, exposure to the elements, hypothermia, impact of body upon water, injection of water into my body orifices, and/or drowning;
6. the presence of insects and marine life forms;
7. equipment failure or operator error;
8. heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration;
9. fatigue, chill and/or reaction time and increased risk of an accident

I specifically waive any defense insofar as this contract is concerned that may arise as a result of any state or local law and/or policy that may impact its enforceability.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being allowed to participate in the above described water sports, transportation, and wakesurf activities, as well as the use of any facilities, specifically, including water transportation and the use of the equipment of the below listed releasees, I hereby agree as follows

- 1) To waive and release any and all claims based upon negligence, active or passive, with the exception of intentional, wanton, or willful misconduct that I may have in the future against all of the named persons or entities herein referred to as releasees.

Wakesurf Vermont, LLC.

FINE9584D414

Owner (Company and/or Individual) Scheduled Boat Identification Number

- 2) To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise, with the exception of gross negligence. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury or loss of life that may occur as a result of engaging in the above activities.

- 3) By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
- 4) The Undersigned agree: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Vermont, and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Chittenden County, Vermont and (c) this agreement shall be binding upon the distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.
- 5) I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.

I have read this Agreement, understand it, and agree to be bound by it.

Signature of Adult Participant Name of Adult Participant (Print) _____
Date

If participant is a minor:

Signature of Parent or
Guardian if Participant is a
Minor, and by their signature,
they on my behalf release all
claims that both they and I have. _____
Name of Parent or Guardian(Print) Date

Name of Minor (Print) _____
Date

DECLARATION OF FITNESS TO WAKESURF

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during wakesurfing activities:

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness.

Even if I have a health condition as stated above of which I am unaware, by signing this form I still choose to participate in the activity of wakesurfing 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 any injury is sustained of any kind during the course of wakesurfing activities, I will notify the wakesurf instructor immediately and before leaving the premises.

I have read the above Declarations, understand them, and I agree to be bound by them.

Signature of Adult Participant Name of Adult Participant (Print) Date

Address of Adult Participant Phone Number

If participant is a minor:

Signature of Parent or Guardian if Participant is a Minor, and by their signature, They on my behalf release All claims that both they and I have

Name of Parent or Guardian Date

Address of Parent or Guardian Phone Number

Name of Minor (Print) Date

If you cannot sign the above declaration because of any of the above conditions, you must notify the instructor immediately before you leave shore or board any wakesurf vessel.

Attention of the Instructor (Counter-sign upon full and correct completion)

Signature of Authorized Instructor

Name of Authorized Instructor (Print)

Date