AMERICAN WATER SKI	Official Entry Form (not valid for National Championships) Revised 6/14/2021	<ul> <li>Entry Fee enclosed</li> <li>Late Fee enclosed</li> <li>Event Waiver enclosed</li> <li>Copy of current USA-WSWS membership card enclosed</li> </ul>
Tournament		Date(s)
USA-WSWS Member Type	Member #	Expiration Date
Contestant's Name		Birth Date
Address		
City	State	Zip Code
Area Code/Phone	Email	
Current Official Rating(s): Judge	Driver Scorer	Safety
First Tournament? 🗖 Yes 🗖 No Boa	t Preference for Tricks	Ramp Height ft.

\*Participation in Class L & R events requires an IWWF License, available for purchase at https://ems.iwwf.sport/Orders/New

# Please Mark the Class (C, E, L\* or R\*) for Events and Division you Intend to Enter

(see Official Rules and Tournament Announcement for entry qualifications)

Age Division	Slalom	Tricks	Jump
Boys 1			
Boys 2			
Boys 3			
Boys 4			
Boys 5			
Men 1			
Men 2			
Men 3			
Men 4			
Men 5			
Men 6			
Men 7			
Men 8			
Men 9			
Men 10			
Men 11			
Open Men			
Masters Men			

Age Division	Slalom	Tricks	Jump
Girls 1			
Girls 2			
Girls 3			
Girls 4			
Girls 5			
Women 1			
Women 2			
Women 3			
Women 4			
Women 5			
Women 6			
Women 7			
Women 8			
Women 9			
Women 10			
Women 11			
Open Women			
Masters Women			

A signed adult or minor Event Waiver (attached) must be completed and signed to complete registration.

Contestant's Signature \_\_\_\_\_

https://usawaterski.sharepoint.com/Competition\_Events/Tournament Kits/AWSA/Registrar/AWSA Tournament Entry Form - rev 06-14-2021.docx



# PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT Specific Event Waiver Form for MINORS (Under Age 18)

Event Name: \_\_\_\_

Event Location:

Event Date(s):

Sanction #:

In consideration of USA Water Ski & Wake Sports, Inc.("USA-WSWS") allowing the minor identified below (the "Minor") to participate in any USA-WSWS sanctioned event, including, but not limited to, any tournaments, clinics, shows, exhibitions, races, competitions, practices and related activities sanctioned by USA-WSWS (the "Event" or "Events"); I, for myself, and on behalf of Minor, and the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby represent, contract and agree to the terms of this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

- I represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Event(s); and (iii) the Minor is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the Minor's ability to safely participate in the Event(s), and that I am responsible for the Minor's safety and well-being at all times and under all circumstances while at each Event site.
- 2. I understand, acknowledge and assume the risks and dangers associated with the Minor's participation in the sport of water skiing, wake sports and related water sport disciplines and activities, including without limitation, the potential for serious bodily injury, concussions and traumatic brain injuries, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, boats, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect ski course conditions; water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations unknown to or beyond the immediate control of the Event 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 the Minor's own actions or inactions, the actions of others participating in the Event(s), or the negligent acts or omissions of the Released Parties defined below, and on behalf of the Minor, I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of the Minor's participation in any Event(s).
- 3. I understand that the Minor is required to be familiar with and to abide by the Rules, Regulations and Policies established for the Event(s), including but not limited to the Competitive Rules adopted by USA-WSWS and any safety regulations established for the benefit of all participants. I accept sole responsibility for the conduct and actions of the Minor while he or she is participating in the Event(s), and the condition and adequacy of the Minor's equipment. I understand that the Event Organizers have the right to control or prohibit advertising material used, worn, or displayed by a participant at the site during the Event(s), and that they have also reserved the right to disqualify anyone or deny participation in the Event for any reason they deem just and proper in their sole discretion.
- 4. I understand that the Minor must agree to the USA-WSWS Code of Conduct and Ethics and all other USA-WSWS policies and procedures. The standards set forth in this Code of Conduct and Ethics are mandatory and must be followed by all USA-WSWS members. Violations of the Code of Conduct and Ethics include (but are not limited to) the following:

Equal Treatment. USA-WSWS strictly prohibits unlawful discrimination or unlawful harassment of any kind. Treating someone in an unlawful discriminatory or harassing manner is a violation of the Code of Conduct and Ethics.

Safe Sport Policy. Any violation of the USA Water Ski & Wake Sports Safe Sport Policy (which is also a violation of the Code of Conduct and Ethics).

Fraud, Deception. Any act of fraud, deception, improper use of USA-WSWS assets, or dishonesty in connection with any USA-WSWS-related activity.

Inappropriate Conduct. Any non-consensual physical contact, obscene language or gesture, or other defamatory, demeaning, or threatening language (whether written or oral) or conduct directed towards a Colleague is a violation of the Code of Conduct and Ethics.

<u>Conduct Detrimental</u>. Any other material and intentional wrongful act conduct or failure to act not provided for above, which is detrimental to the image or reputation of USA-WSWS or its Objects and Purposes.

<u>Anti-Doping Rules</u>. Any violation of the IWWF Anti-Doping Rules, or other anti-doping rules or codes. Specifically, I understand and agree that the Minor is required to comply with the International Waterski & Wakeboard Federation (IWWF) Anti-Doping Rules and U.S. Anti-Doping Agency Protocol for Olympic and Paralympic Movement Testing (USADA Protocol) and all other policies and rules adopted by IWWF, USADA, and USOPC; agree to submit to drug testing; understand that applicable anti-doping rules would make the Minor subject to penalties, including but not limited to, disqualification and suspension; and agree to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of IWWF and/or USA-WSWS, if applicable or referred by USADA.

<u>Retaliation</u>. Any retaliation against any person who reports or participates in an investigation of a possible violation of our Code of Conduct and Ethics.

Initials

Failing to Report Violations and False Accusations. Any knowing or intentional failure to report a violation of this Code of Conduct and Ethics, or any false accusation which is knowing or intentional.

Any violation of the Code of Conduct and Ethics subjects the member to disciplinary action including but not limited to suspension and/or void of membership.

- 5. On behalf of the Minor, I grant to USA-WSWS, its member clubs and affiliates, the Event Organizers and any sponsors of the Event(s), unrestricted permission to use the Minor's name, likeness, or image in connection with the Event(s) or to promote USA-WSWS and its member clubs.
- 6. On behalf of the Minor, I hereby Release, Waive and Covenant Not to Sue the following parties: USA-WSWS, its members, clubs, associations, sport disciplines and divisions, including but not limited to USA-WSWS & Wake Sports Foundation (USA-WWF), 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 (USA-WB); USA Adaptive Water Ski & Wake Sports (USA-AWSWS); International Waterski & Wakeboard Federation (IWWF); United States Olympic & Paralympic Committee (USOPC); the Event Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; Lake, Venue and Property Owners or Operators upon which the Event(s) takes place; Boat Owners and Operators; Law Enforcement Agencies and other Public Entities providing support for the Event(s); 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"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to the Minor's participation in the Event(s), 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, the Minor, or anyone on the Minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the result of such claim.
- 7. COVID-19 Acknowledgement I attest that I am not experiencing any symptoms of illness such as a fever, cough, or shortness of breath. If I develop these symptoms, I agree that I will leave the event premises immediately. I am aware that I must follow the safety and hygiene protocols of the event organizer. I attest that:
  - I have not traveled internationally in the past 14 days
  - I have not traveled to a highly impacted area within the United States in the past 14 days
  - I do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19
  - I have not been diagnosed with COVID-19 or have been cleared as noncontagious by state or local public health authorities
  - I am following recommended guidelines as much as possible practicing social distancing, trying to maintain separation of six feet from others, and otherwise limiting my exposure to the coronavirus.

I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor, 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 the Minor, the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have singed this Agreement without any inducement, assurance or guarantee, and intend for my signature (including any electronic signature or consent to this Agreement) to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. 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.

MINOR: Print Name: \_\_\_\_\_

\_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ 🗖 Male 🗖 Female

Х

Signature of Parent/Legal Guardian for Minor

Date Signed

Revised 1/13/2021



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

Event Name: \_\_\_\_

Event Date(s):

Event Location: \_\_\_\_

Sanction #:

In consideration of USA Water Ski & Wake Sports, Inc.("USA-WSWS") allowing me, the undersigned, to participate in the USA-WSWS sanctioned tournament, clinic, show, exhibition, race, competition, practice or other event described above (the "Event" or "Events"); 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 represent, contract and agree to the terms of this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

- I 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; 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. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.
- 2. I understand, acknowledge and assume the risks and dangers associated with participation in the sport of water skiing, wake sports and related water sport disciplines and activities, including without limitation, the potential for serious bodily injury, concussions and traumatic brain injuries, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, boats, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect ski course conditions; water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations unknown to or beyond the immediate control of the Event 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(s), 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 the Event.
- 3. I agree to be familiar with and to abide by the Rules, Regulations and Policies established for the Event, including but not limited to the Competitive Rules adopted by USA-WSWS 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, and the condition and adequacy of my equipment. I understand that the Event Organizers have the right to control or prohibit advertising material used, worn, or displayed by a participant at the site during the Event(s), and that they have also reserved the right to disgualify anyone or deny participation in the Event for any reason they deem just and proper in their sole discretion.
- 4. I hereby agree to the USA-WSWS Code of Conduct and Ethics, and all other USA-WSWS policies and procedures. The standards set forth in this Code of Conduct and Ethics are mandatory and must be followed by all USA-WSWS members. Violations of this Code of Conduct and Ethics include (but are not limited to) the following:

Equal Treatment. USA-WSWS strictly prohibits unlawful discrimination or unlawful harassment of any kind. Treating someone in an unlawful discriminatory or harassing manner is a violation of the Code of Conduct and Ethics.

Safe Sport Policy. Any violation of the USA Water Ski & Wake Sports Safe Sport Policy (which is also a violation of the Code of Conduct and Ethics).

Fraud, Deception. Any act of fraud, deception, improper use of USA-WSWS assets, or dishonesty in connection with any USA-WSWS-related activity.

Inappropriate Conduct. Any non-consensual physical contact, obscene language or gesture, or other defamatory, demeaning, or threatening language (whether written or oral) or conduct directed towards a Colleague is a violation of the Code of Conduct and Ethics.

<u>Conduct Detrimental</u>. Any other material and intentional wrongful act conduct or failure to act not provided for above, which is detrimental to the image or reputation of USA-WSWS or its Objects and Purposes.

Anti-Doping Rules. Any violation of the IWWF Anti-Doping Rules, or other anti-doping rules or codes. Specifically, I understand and agree to comply with the International Waterski & Wakeboard Federation (IWWF) Anti-Doping Rules and U.S. Anti-Doping Agency Protocol for Olympic and Paralympic Movement Testing (USADA Protocol) and all other policies and rules adopted by IWWF, USADA, and USOPC; agree to submit to drug testing; understand that applicable anti-doping rules would make me subject to penalties, including but not limited to, disqualification and suspension; and agree to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or the results management authority of IWWF and/or USA-WSWS, if applicable or referred by USADA.

Retaliation. Any retaliation against any person who reports or participates in an investigation of a possible violation of our Code of Conduct and Ethics.

Failing to Report Violations and False Accusations. Any knowing or intentional failure to report a violation of the Code of Conduct and Ethics, or any false accusation which is knowing or intentional.

Any violation of the Code of Conduct and Ethics subjects the member to disciplinary action including but not limited to suspension and/or void of membership.

Initials\_\_\_\_\_

- 5. I grant to USA-WSWS, its member clubs and affiliates, the Event Organizers and any sponsors of the Event(s), unrestricted permission to use my name, likeness, or image in connection with the Event(s) or to promote USA-WSWS and its member clubs.
- 6. I hereby Release, Waive and Covenant Not to Sue the following parties: USA-WSWS, its members, clubs, associations, sport disciplines and divisions, including but not limited to USA Water Ski & Wake Sports Foundation (USA-WWF), 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 (USA-WB); USA Adaptive Water Ski & Wake Sports (USA-AWSWS); International Waterski & Wakeboard Federation (IWWF); United States Olympic & Paralympic Committee (USOPC); the Event Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; Lake, Venue and Property Owners or Operators upon which the Event takes place; Boat Owners and Operators; Law Enforcement Agencies and other Public Entities providing support for the Event; 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"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's 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, 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 and Event Organizers from any such claims, demands, liabilities, losses, expenses or damages which any may be incurred as the result of such claim.
- 7. COVID-19 Acknowledgement I attest that I am not experiencing any symptoms of illness such as a fever, cough, or shortness of breath. If I develop these symptoms, I agree that I will leave the event premises immediately. I am aware that I must follow the safety and hygiene protocols of the event organizer. I attest that:
  - I have not traveled internationally in the past 14 days
  - I have not traveled to a highly impacted area within the United States in the past 14 days
  - I do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19
  - I have not been diagnosed with COVID-19 or have been cleared as noncontagious by state or local public health authorities
  - I am following recommended guidelines as much as possible practicing social distancing, trying to maintain separation of six feet from others, and otherwise limiting my exposure to the coronavirus.

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 (including any electronic signature or consent to this Agreement) to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. 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.

Print Name:	_ Age:	Date of Birth:		Male Female
Home Address:			_Home Tel.:	
X Signature of Participant	Date Si	igned		Revised 1/13/2021

## Isles of Lake Hancock Ski Club, Inc. RELEASE AND COVENANT NOT TO SUE

#### **INSTRUCTIONS**

1 Participants age 18 and over, complete Part "A" only.

2. Participants under age 18 must have parent or guardian complete Parts "A" & "B".

### PART "A" WAIVER AND RELEASE FROM LIABILITY AND COVENANT NOT TO SUE

The undersigned, for him/herself (hereinafter male gender includes female gender) and for the minor named below (both referred to herein as "Participant") and for his personal representatives, heirs and next of kin, in consideration of being permitted to enter for any purpose the Isles of Lake Hancock Ski Club (hereinafter referred to as THE LAKE), or permitted to participate in to enter, use, stay or utilize the property owned, operated and/or managed by members of the Isles of Lake Hancock Ski Club its members (or their family members, spouses, corporations, heirs or assigns) officers, directors, shareholders and employees, other participants, operators, officials, any persons at THE LAKE, including, and without limiting the generality of the foregoing, walking, riding, driving, skating, waterskiing and/or other water activities, compete, officiate, observe, work, eat, reside, or for any other purpose, agrees and represents that he has, or will immediately upon entering property known as THE LAKE, and will continuously thereafter, inspect THE LAKE portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon THE LAKE, participation, if any, in waterskiing and other water activities constitutes an acknowledgment that he has inspected THE LAKE and that he finds and accepts the same as being safe and reasonably suited for the purpose of his use, and he further agrees and warrants that if, at any time, he is in or about THE LAKE and he feels anything to be unsafe, he will immediately advise the officers of Isles of Lake Hancock Ski Club its members (or their family members, spouses, corporations, heirs or assigns) officers, directors, shareholders and employees, other participants, operators, officials, any persons at THE LAKE of such and will leave THE LAKE property immediately.

1. PARTICIPANT HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE The Isles of Lake Hancock Ski Club, Inc., its members (or their family members, spouses, corporations, heirs or assigns) officers, directors, shareholders and employees, other participants, operators, officials, any persons at THE LAKE, and each of them, their officers and employees, all for the purposes herein referred to as "releasees," from all liability to the undersigned, his personal representatives, assigns, hairs, and next of kin for any and all damage, and any claim or demands therefore an account of injury to the person or property or resulting in death of the undersigned, whether caused by the active or passive negligence, including gross negligence or design error on the part of THE LAKE, or its members, officers and directors, of the releasees or otherwise while the undersigned is in or upon THE LAKE property, and/or engaging in any endeavor whatsoever including, and without limiting the generality of the foregoing, walking, running, driving, riding, participating in waterskiing or other water activities, competing, officiating in, observing, or working for, or for any purpose participating in any events at THE LAKE.

2. PARTICIPANT HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon THE LAKE or in anyway competing, officiating, observing, or working for, or for any purpose participating in waterskiing or other activities and whether caused by the active or passive negligence of the releasees of otherwise.

3. PARTICIPANT SHALL HOLD HARMLESS AND INDEMNIFY Isles of Lake Hancock Ski Club Inc., all members thereof, their families, spouses' heirs and assigns, all shareholders, and all agents of these named parties and/or members harmless.

4. PARTICIPANT HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the active, passive or gross negligence of releasees, as well as any design error on the property or otherwise while in or upon THE LAKE and/or while competing, officiating, observing, or working for or for any purpose participating in any event or participating in waterskiing or any other water activities. Participant assumes all the risks of being at or participating in waterskiing, other water activities or any other activities of whatsoever type, including and without limiting the generality of the foregoing, walking, riding, driving, skating, eating, and/or any and all water activities.

5, IN THE EVENT OF LITIGATION arising from Participant activities at THE LAKE, Participant agrees to indemnify and defend on behalf of Isles of Lake Hancock its members (or their family members, spouses, corporations, heirs or assigns) officers, directors, shareholders and employees, other participants, operators, officials, any persons at THE LAKE in any such lawsuit.

6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, covenant not to sue, and indemnity agreement is intended to be as broad and inclusive as is permitted by he law of the State of Florida and that if a portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. That in the event that any provision of this agreement is found to be unenforceable by a court of competent jurisdiction, said unenforceable provision shall be severed from the agreement and the remainder of the agreement shall remain in full force and effect.

8. That this written instrument is the entirety of the agreement of the parties and is a fully integrated and may only be modified by written agreement executed by all parties.

Initial:

Approved 10.28.11

9. That in the event of a dispute between the parties relating to this agreement and/or any activity at the LAKE, release agrees to pay the actual attorneys fees and costs of The LAKE, Isles of Lake Hancock Inc. its members (or their family members, spouses, corporations, heirs or assigns) officers, directors, shareholders and employees reasonable related thereto.

10. That a facsimile, scanned or photostatic copy of this executed release shall have the same force and effect as the orginal.

11. That this release shall remain in full force and effect for a time period of one (1) year from the date or the execution of the release.

12. Release acknowledges that they have been advised by this document that they may wish to consult independent legal counsel prior to executing this document and agreeing to the terms thereof. That the release, on behalf of himself/herself/ or as guardian to a minor or incapacitated adult has independently chosen to not seek such independent counsel.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THF RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

This waiver, release, covenants not to sue, and Indemnification agreement specifically embraces each and every activity at THE LAKE.

### <u>PART "B"</u> PARENT/GUARDIAN WAIVER – RELEASE FROM LIABIITY

If Participant is under 18 years of age, the parent(s) or guardian(s) must execute in addition to the above, this following waiver:

The undersigned, referred to as the parent(s) and natural guardians) or legal guardian(s) of Participant does hereby represent that he/she (they) Is (are), in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all the parties herein referred to above as releasees from all liability, loss, cost, claim or damage whatsoever may be imposed upon said releasees because of any defect' in or lack of such capacity to so act and release said releasees on behalf of both of the undersigned.

# DO NOT SIGN UNLESSS YOU HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS OF THIS DOCUMENT, AS DESCRIBED IN PAGE ONE & TWO

## PART "A": WAIVER AND RELEASE FROM LIABILITY AND COVENANT NOT TO SUE

Signed\_\_\_\_\_\_

Print Name \_\_\_\_\_\_

Date: \_\_\_\_\_\_

Date: \_\_\_\_\_\_

AWSA Membership #\_\_\_\_\_

Exp Date \_\_\_\_\_\_

Witness: \_\_\_\_\_\_

PART "B": PARENT/GUARDIAN WAIVER – RELEASE FROM LIABILITY

Minor's Name \_\_\_\_\_\_

AWSA Membership #\_\_\_\_\_\_

Exp Date \_\_\_\_\_\_

Signed \_\_\_\_\_\_

Print Name \_\_\_\_\_\_