

- Leesburg Wakeboarding

RELEASE OF LIABILITY, WAIVER OF CLAIMS. AND EXPRESS ASSUMPTION OF RISK AGREEMENT

I hereby understand and acknowledge the extreme inherent hazards and risks associated with watersport activities, including but not limited to, waterskiing, wakeboarding, wake skating, sky skiing, wake surfing, knee boarding, tubing, other water sports, swimming, and riding in a powerboat.

I realize that these risks cannot be eliminated and include, but are not limited to, falling into the water, being struck by equipment or a boat, drowning, and being struck by others. These risks may be caused by the negligence of myself or others, reckless misconduct by myself or others, or otherwise.

I understand and acknowledge that these risks could lead to severe physical and/or emotional injury, paralysis, death, and/or damage to me, property belonging to me, Leesburg Wakeboarding ("LW"), and/or to third parties. My participation in the watersports activities is voluntary, and I agree to assume all risk of personal injury, including paralysis and death, which may occur while I am at/on any LW facility or participating in any watersports activity.

I agree to abide by all LW safety rules and strictly follow all instructions given and requests made by LW and its employees I agree to use proper water ski, wakeboard, wake skate, sky ski, wake surf, kneeboard, inner tube, swimming and passenger in a powerboat practices and/or procedures, and further agree that if I fail to follow proper procedures, the fault is solely mine. Finally, I agree to pay attention to the lake and/or river and the boat equipment, and to advise LW if I inflict or notice any damage.

- Initial(s)*

- I hereby voluntarily release and hold LW, it's owners, members, managers, employees, volunteers, agents, lessors, insurer, and representatives harmless from all liability for all personal injury that I may incur and waive 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 LW equipment and/or facilities, including any such claims which allege negligent acts or omissions of LW.

I understand that this Agreement waives any and all of my claims for personal injury, including death based in total or in part upon the negligent action or inaction of LW, it's owners, members, managers, employees, volunteers, agents, lessors, insurer, and/or representatives.

- Initial(s)*

- I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating in watersport activities, or else I agree to bear the cost of such injury or damage myself. I certify that I have no 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.

- Initial(s)*

- I understand and agree that I may borrow or purchase certain equipment from LW and/or other equipment suppliers, distributors, manufacturers, or sponsors through LW or elsewhere. Such equipment may include but is not limited to water skis, wakeboards, wakes skates, sky skis, kneeboards, surfboards, bindings, vests, ropes, handles and hardware (hereafter referred to as "equipment"). I agree that the equipment I use while participating, I use entirely at my own risk. I voluntarily acknowledge and assume all risks associated with the use of all equipment. In addition, I agree that any equipment I borrow will be returned in good condition.

- Initial(s)*

- If any provision of this Agreement is found to be unenforceable or invalid, that provision will be severed from this Agreement. The remainder of this Agreement will be construed by its terms.

I hereby declare that I am 18 years of age or older and competent to sign this Agreement, or, I am the parent or legal guardian of the minor participant and am signing this Agreement on his/her behalf. In the event I am injured, or if parent or guardian my child is injured, I give permission to the physician selected by LW to

secure and administer treatment, including hospitalization for me or the minor child named below. I agree to be responsible for any and all expenses, which may be incurred in providing any medical treatment, emergency medical treatment, and/or surgical treatment to me or the minor child named below, including transportation.

- Adult 1 Participant Name

- Signature

- Adult 2 Participant Name

- Signature

- Parent Guardian Name

- Signature

- Minor Participant Name

- Signature
