

3/20 RELEASE OF LIABILITY 2021



WAKESPORT WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS

ACTIVITIES PARTICIPANT MAY TAKE PART IN:

Waterskiing; Wakeboarding; Kneeboarding; Wakeskating; Wakesurfing; Swimming; Walking; Running; Spectating; and any travel related to any of the foregoing activities.

I, being eighteen or older in age, or the parent or legal guardian of the Participant who is under age 18, in consideration of the services provided by 3/20, and the right to engage in the Participation Activities as a participant and/or volunteer, hereby acknowledge, agree, promise and covenant with 3/20, its partners, and volunteers on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

ACKNOWLEDGMENT OF RISKS:

I UNDERSTAND AND ACKNOWLEDGE that the Participation Activities in which I (all references to I, me, myself or my, refer to my minor child if I am signing on behalf of my minor child) am about to voluntarily engage in bear certain anticipated and unanticipated risks which could result in INJURY, DEATH, PARALYSIS, ILLNESS OR COMMUNICABLE DISEASE SUCH AS COVID-19, PHYSICAL OR MENTAL DAMAGE to myself, to my property or to other parties or their property. These risks include but are in no way limited to the following:

- 1) The risks which are inherent in the activities of waterskiing, wakeboarding, wakeskating, wakesurfing, and kneeboarding, including, but not limited to falling, coming in contact with other structures and devices, other equipment or persons;
- 2) The acts or omissions or negligence in any degree by 3/20, or any of its partners, or volunteers (collectively the "Released Parties");
- 3) Latent or apparent defects or conditions in equipment or property supplied by 3/20, or other persons or entities;
- 4) My own physical condition and skill level or my own acts or omissions;
- 5) The condition of any boat, and accidents connected with their use;
- 6) First aid, emergency treatment or other services rendered by 3/20 or others;
- 7) Consumption of any food or drink, whether or not provided by 3/20 or others, and untreated water from the environment.

ACCEPTANCE OF RISK AND RESPONSIBILITY:

I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, PARALYSIS, ILLNESS, OR COMMUNICABLE DISEASE SUCH AS COVID-19 to myself or to my property or other parties and their property arising from my participation in the Participation Activities, EVEN IF ARISING OUT OF THE NEGLIGENCE OF THE RELEASED PARTIES or others. My participation in the Participation Activities is purely voluntary; no one is forcing me to participate in spite of the risks.

MEDICAL CARE, PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITIONS:

I UNDERSTAND AND ACKNOWLEDGE that no major medical or accident insurance benefits will be provided to me during participation or viewing of, the Participation Activities. I certify that I have sufficient health, accident, and personal liability insurance to cover any bodily injury or property damage that I may incur while participating in the Participation Activities, and to cover bodily injury or property damage caused to another party as a result of my participation in the Participation Activities. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability. I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, disease or disablement, which would or could potentially affect participation in the Participation Activities. I give my consent and permission to 3/20 and 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 in the case of my minor child, 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.

PHOTO & VIDEO RELEASE:

I for just and sufficient consideration, receipt of which is hereby acknowledged, hereby irrevocably grant 3/20 its successors and assigns the right to record my likeness and/or voice on tape, film or videotape, to edit such tape, film or videotape at our discretion; to incorporate the same into motion picture or television or radio commercial for 3/20; and to use or authorize the use of such tape, film and videotape or any portion thereof in any manner or media at any time through the world in perpetuity and to use my likeness, voice and biographical and other information concerning me in connection therewith including promotion in all media. I hereby release you and anyone using said film, videotape, or other material from any and all claims, damages, liabilities costs and expenses which I now have or may hereafter have by reason of any use thereof.

