

Water Ski / Wakeboard / Tubing / Surf Liability Waiver

Please read and be certain you understand the implications of signing. Express Assumption of the Risk Associated with use of Water Skiing/Wake Boarding/Tubing/Surfing and Related Activities

I, _____ do hereby affirm and acknowledge that I have been fully informed of, and hereby assume, the inherent hazards and risks associated with Water Ski / Wakeboard / Tubing / Surf (hereinafter "Activities"), as well as water transportation to and from the vessel and said Activities to which I am about to engage, including but not limited to:

1. Changing water flow, tides, currents, wave action, and ship's wakes;
2. Collision with any objects, including but not limited to: other participants, the watercraft, other watercraft, man-made and/or natural objects;
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 witness, injury, exposure to the elements, hypothermia, impact of the body upon the 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, sun stroke or dehydration; and/or
9. Fatigue, chill and/or reaction time and increased risk of an accident.

I accept the use of any equipment regarding said Activities, as is, with no warranties, express or implied, and accept full responsibility for its care while in my possession. I agree to assume the risk of injury while participating in said Activities even if said equipment itself is defective.

I affirm that all instructions on the use of equipment, rented or otherwise, have been made clear to me, and I understand the use and function of my equipment.

I further affirm that I have no physical or mental condition that should preclude me from participating in any Activities, that I am not participating against medical advice or treatment, that should I become ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of said Activities, I will notify my instructor immediately and before leaving the premises.

I additionally agree that my photograph may be taken to be used in any publications of the Releasees.

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 regulation 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 Activities, as well as the use of any of the facilities, specifically, including water transportation and the use of the equipment, 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: The Greg Rouse Water Sports Center, LLC, Greg Rouse, and/or Deep Creek Marina, LLC, and any and all of their predecessors, parent corporations, holding companies, subsidiaries, affiliates, divisions, heirs, successors and assigns, and all of their officers, directors and employees, as well as any and all owners (collectively hereinafter "Releasees").

2. To release the Releasees, from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, personal representatives, or assigns may have for personal injury, property damage, or wrongful death arising from the Activities whether caused by active or passive negligence of the releases 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. That in the event I file a lawsuit, I agree to do so solely in Garrett County, Maryland and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

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 I agree to be bound by it.

Signature of Adult Participant

Name of Adult Participant (please print)

Date

Emergency Contact & Telephone Number

Email address

***If Participant is a Minor, and by their signature, they on my behalf
Release all claims that both they and I have.***

Signature of Parent or Guardian

Name of Parent or Guardian (please print)

Date

Name of Minor Child