WATER SKI / WAKE BOARD 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 Water Skiing/Wake Boarding and Related Activities

I, Please Print First Name, Middle Name & Last Name do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Water Ski / Wake Board activities, water transportation to and from the Water Ski / Wake Board vessel and related water sport 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 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 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;
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 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 watersports, transportation, and Water Ski / Wake Board activities, as well as the use of any of the 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 following named persons or entities herein referred to as releasees.

Outside Hilton Head	STR97960A797	"O-Ski" or
Outside Hilton Head	GDYL53991607	"O-Ski 2"
Owner (Company and / or Individual)	Scheduled Boat Identification Number	Vessel Name

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.

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
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 (Please Print)	Date
	Name of Minor (Please Print)	Date