



INTERMOUNTAIN SURF AND WAKE CHARTERS, LLC WAKESURF PARTICIPANT WAIVER AND RELEASE

The undersigned (the "Participant") in consideration of being permitted to participate in wakesurfing, boating and related activities (the "Activity") with **Intermountain Surf and Wake Charters, LLC** (the "Sponsor"), and on behalf of themselves, their heirs, executors, administrators, assigns and/or personal representatives, insurer, and/or entity, knowingly and voluntarily enter into this waiver and release of liability (the "Agreement") and hereby agree as follows:

Acknowledgement. I affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with wakesurfing activities, water transportation to and from the wakesurf vessel and related water sports activities to which I am about to engage, including but not limited to:

1. changing water flow, tides, currents, wave action, and boat wakes;
2. collision with any of the following: other participants, the watercraft, other watercraft, manmade or natural objects, and/or the 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 body upon 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, sunstroke and/or dehydration;
9. fatigue, chill and/or reaction time and increased risk of an accident

I specifically waive any defense insofar as this Agreement is concerned that may arise as a result of any federal, state or local law and/or policy that may impact its enforceability.

I further acknowledge that I am in good health and have no physical conditions that affect my ability to participate in the Activity and have not been advised otherwise by a medical practitioner. I expressly acknowledge that it is my responsibility to ensure that I am covered by medical insurance, individually, or as a part of an organization and that Sponsor will not provide such coverage.

Assumption of the Risk. I acknowledge and agree that my participation in the Activity may expose me to hazards or risks that may result in my illness, bodily injury, emotional injury, death, loss, and/or damage to property. I understand and appreciate the nature of such hazards and risks, and I assume all risks inherent in my participation in the Activity.

Release and Indemnity. I release, waive, discharge, acquit and agree to indemnify and hold harmless Sponsor, its members, owners, officers, employees, volunteers, representatives, agents and insurers, from any and all liability, claim (including claims for attorneys' fees), damage, loss, injury, expense, cause of action, dispute and cost (including payment of fees as incurred) that may arise from, result from or occur during my participation in the Activity, including my coming and going from the Activity, whether caused by the negligence of Sponsor, its members, owners, officers, employees, volunteers, representatives, agents or insurers, or by any cause whatsoever. This release, waiver and agreement to indemnify shall apply whether made by me or on behalf of me to the extent permitted by law.



Medical Treatment. I agree that if I do require medical treatment or attention while or after participating in the Programs, that the medical costs are mine and mine alone and hold the Company blameless from any charges, fees, or costs that my conditions may incur. I grant permission for the Company to use its discretion to have me transported to a medical facility for medical care and treatment, if necessary.

Infancy. The undersigned "Parent/Guardian" for and in consideration of their minor child, the Participant, being able to participate in the Activity, hereby agrees as follows:

- (1.) Parent/Guardian expressly authorizes Participant to participate in the Activity and acknowledges that Participant is in good health and has no physical conditions that may affect Participant's ability to participate in the Activity and has not been advised otherwise by a medical practitioner.
- (2.) Parent/Guardian expressly acknowledges and covenants that Participant is covered by medical insurance and agrees if the minor child requires medical treatment or attention while or after participating in the Activity, that the medical costs are mine and mine alone and hold the Sponsor blameless from any charges, fees, or costs that my conditions may incur. I grant permission for the Sponsor to use its discretion to have my minor child transported to a medical facility for medical care and treatment, if necessary.
- (3.) Parent/Guardian acknowledges and agrees that Participant's participation in the Activity may expose Participant to hazards or risks that may result in Participant's illness, bodily injury, emotional injury, loss, death and/or damage to property.
- (4.) Parent/Guardian understands and appreciates the nature of such hazards and risks and Parent/Guardian, individually, on behalf of the minor child, and on behalf of any community, estate, heirs, executors, administrators, assigns, insurer, and entity, assumes all risks inherent in Participant's participation in the Activity.
- (5.) Parent/Guardian, individually, on behalf of the minor child, and on behalf of any community, estate, heirs, executors, administrators, assigns, insurer, and entity, releases, waives, discharges, acquits and agree to indemnify and hold harmless Sponsor, its members, owners, officers, employees, volunteers, representatives, agents and insurers, from any and all liability, claim (including claims for attorneys' fees), damage, loss, injury, expense, cause of action, dispute and cost (including payment of fees as incurred) that may arise from, result from or occur during my participation in the Activity, including my coming and going from the Activity, whether caused by the negligence of Sponsor, its members, owners, officers, employees, volunteers, representatives, agents or insurers, or by any cause whatsoever. This release, waiver and agreement to indemnify shall apply whether made by Parent/Guardian, the minor child or on their behalf to the extent permitted by law.

Pregnant participants. I understand that I participate fully at my own risk and that of my unborn child/children.

Photos, Videos/Recordings Release. I, individually as the Participant, and/or as Parent/Guardian of my minor child, acknowledge that photos, recordings, or videos may be taken of me and/or my minor child while engaged in the Activity. The Sponsor may use these images or recordings in promotional and educational materials. I consent to the use of images or recordings of myself and/or my minor child to be used for public relations, news articles, telecasts, education, marketing, research, inclusion on Intermountain Surf and Wake Charters, LLC's website, fund raising, or any other purpose by the Sponsor. I release the Sponsor, its members and employees, and each and all persons involved, from any liability in connection with the taking, recording, or publication of photographs, slides, computer images, videotapes, or sound recordings of myself and/or my minor child. I waive all rights to any claims for payment or royalties in



connection with any exhibition, televising, or other publication of these materials. I also waive any right to inspect or approve any photo, video, or film taken by the Sponsor, or the person or entity designated by it.

Choices that Increase Risk. Consumption of alcohol and the use of one's own equipment is permitted, but participants do so at their own risk. Wakeboarding is an inherently dangerous activity and being under the influence of alcohol and/or using worn or otherwise inappropriate equipment exponentially increases the risks associated with this activity.

Choice of Law. This Agreement is governed by the laws of the State of Idaho, with the exclusive jurisdiction for any litigation involving this Agreement or arising out of the Activity to be in the courts of Ada County, Idaho.

Severability. If any provision of this agreement shall be found to be void, such determination shall not affect any other provision of this agreement.

Understanding. The undersigned Participant and/or Parent/Guardian DO HEREBY ACKNOWLEDGE AND AGREE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE TO BE IN FULL FORCE AND EFFECT.

DATED this _____ day of _____, 20__.

PARTICIPANT:

Printed name _____ Signature _____

If Participant is under 18

I am the parent or legal guardian of the minor named below. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release and Waiver of Liability.

Signed: _____

Minor Name: _____

Date of Birth: _____

Printed Name of Parent or Legal Guardian: _____

Address: _____

Date: _____