



Release, Waiver of Liability and Indemnity Agreement

I, the undersigned (*Print name here*) _____ herein after referred to as the participant, hereby agree, certify and promise as follows.

I understand and agree to assume the inherent risks and dangers of serious bodily injury, including possible death and damage to property, that exists while waterskiing and/or participating in other recreational activities such as swimming, canoeing or any other activity at the Eden Ski Lake. These hazards may include, but are not limited to, bodily injury, medical conditions, bruises, fractures, paralysis, concussion, drowning and loss or damage to property.

For good and valuable consideration received, including the use of the Eden Ski Lake's facilities, lake, land and equipment, the participant, with the intent of binding him/herself, his/her spouse, heirs, legal representatives and assigns, hereby expressly, knowingly and voluntarily waives any and all claims or causes of action, including those based on negligence, which he/she may now or hereafter have against the Eden Ski Lake and any and all employees, coaches, members or assigns of any of the foregoing.

The participant further agrees to indemnify and hold the Eden Ski Lake, its employees, coaches, members and assigns of any of the foregoing harmless against any and all claims, including those based on negligence, resulting from injuries or damages.

The participant further agrees that the Eden Ski Lake shall not be liable for any injuries, claims or any damage to any member or guest, or be subject to any lawsuit, claim, demand, or damages including without limitation, those damages being from acts of passive or active negligence on the part of the Eden Ski Lake, its employees, coaches or other members. The participant and guests do hereby expressly forever release and discharge the Eden Ski Lake from all such lawsuits, claims, demands, injuries, damages, actions or causes of action.

The participant agrees that he/she is in good health and in proper physical condition to participate in all water skiing and / or any other activities. He/she is not under influence of alcohol or any illicit or prescription drugs which would in any way impair his/her ability to safely participate in water skiing and / or any other activities with the Eden Ski Lake.

The participant was informed that he/she has to stop before the green buoy when he/she comes back to the pontoon. The participant further agrees that the Eden Ski Lake is not responsible, nor can be held liable, for any equipment stolen, damaged or lost.

By signing below, the participant acknowledges that he/she has carefully read the forgoing and fully understands that this is a waiver and release of liability. The participant further acknowledges and represents that he/she signs it voluntarily as his/her own free act and deed. No oral representations, statements or inducements, apart from the foregoing written agreement, have been made.

If signing for a minor, print the minor's name and sign your name as parent or guardian for the minor.

PRINT NAME(S) OF MINOR(S) (if applicable) :

PRINT NAME (Main Applicant) :

DATE :

SIGNATURE :