



Participation Agreement and Liability Waiver

Participant's Name: _____ Date of Birth: _____ Age: _____
If under the age of 18, Name of Parent and/or Guardian: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Home Phone: _____ Email: _____
Emergency Contact: _____ Phone Number: _____
Relationship: _____.

THIS AGREEMENT/WAIVER INVOLVES THE PERSON WHO IS ASSISTING WITH, TAKING PART IN, AND/OR COMPETING IN ACTIVITY THAT INCLUDES PARTICIPATION AND/OR RENTAL USAGE OF ANY AND ALL EQUIPMENT PROVIDED BY: GAGE MARINE. PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

Activities: Wakeboarding, Wakeboarding Competitions, Water Skiing, Barefooting, Knee boarding, Wake skating, Wake surfing, Tubing, Paddle boarding, Kayaking, Hydro foiling, Boat Riding, Snow Skiing, Snowboarding, Parade Participant in a Gage Marine boat/vehicle, and Spectator. By signing this liability waiver, participant acknowledges that he or she will or may participate in all the above activities.

ACKNOWLEDGEMENT OF RISKS: I UNDERSTAND/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 and bear certain anticipated and unanticipated risks which could result in INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL DAMAGE to myself, 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 Wakeboarding, Wakeboarding Competitions, Water Skiing, Barefooting, Knee boarding, Wake skating, Wake surfing, Tubing, Paddle boarding, Kayaking, Hydro foiling, Boat Riding, Snow Skiing, Snowboarding, Parade Participant in a Gage Marine boat/vehicle, and Spectator, including, but not limited to falling, coming into contact with ramps, sliders, other structures and devices, or other equipment or persons.
2. The acts or omissions or negligence in any degree of Gage Marine or any of their partners, agents, or employees (collectively the "Released Parties")
3. Latent or apparent defects or conditions in equipment or property supplied by Gage Marine.
4. The condition of any ramp, rail, starting dock, obstacle, etc. and accidents connected with their use
5. My own physical condition and skill level or my own acts or omissions;
6. First aid, emergency treatment, or other services rendered by Gage Marine or others;
7. Consumption of any food or drink, whether or not provided by Gage Marine or others, and untreated water from the environment.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and the other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease, or damage to myself or to my property or to other parties and their property.

ACCEPTANCE AND RESPONSIBILITY: I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, ILLNESS, OR DISEASE to myself or to my property or other parties and their property arising from my participation in the Participation Activities. My participation in the activities is purely voluntary; no one is forcing me to participate in spite of the risks.

I have read and understand the "Acknowledgement of Risks".

(INITIAL HERE)

RELEASE:

I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE ANY OF THE THIRD PARTIES INCLUDING:

- Gage Marine, their affiliates, employees, volunteers or associates;
- Village of Williams Bay, its affiliates, employees, volunteers or associates;
- Mars Resort, Village of Lake Como, its affiliates, employees, volunteers or associates;
- City of Delavan, its affiliates, employees, volunteers or associates;
- Or any other location of Activities set forth by Gage Marine/ Pier 290

I FURTHER AGREE, PROMISE, AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY EACH OF THE RELEASED PARTIES from all liability, claims, demands, actions, or rights of actions, damages, defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to other parties in the course of my participation. I FURTHER AGREE, PROMISE, AND COVENANT NOT TO USE, ASSERT, OR OTHERWISE MAINTAIN ANY CLAIM AGAINST ANY OF THE RELEASED PARTIES, for any injury, death, illness, or damage to myself or to my property, arisen from or connected with my participation in this activity or from any claims asserted against me by other parties. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZED THAT IF ANYONE IS HURT OR DIES, OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THE PARTICIPATION ACTIVITIES, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY OF THE RELEASED PARTIES EVEN IF ANY OF THE RELEASED PARTIES NEGLIGENTLY CAUSE THE BODILY INJURY OR PROPERTY DAMAGE. This

agreement shall be binding upon heirs, legal representatives, executors, and administrators of the participant and is for the benefit of the Released Parties, Gage Marine, The Board Shop, Clear Water Outdoor and their heirs, successors, and assigns.

ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT:

I UNDERSTAND AND ACKNOWLEDGE that by initiating and/or signing this document I have given up certain rights and/or possible claims which I might otherwise assert or maintain against the Released Parties, including specifically, but not limited to rights arising from or claims for the acts or omissions, fault, negligence in any degree of any of the Released Parties. I understand and acknowledge that by signing this document, I HAVE ASSUMED RESPONSIBILITY AND LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by other parties against me as a result of my participation in the Activities.

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

I UNDERSTAND AND ACKNOWLEDGE that no major medical insurance benefits will be provided to me during participation. 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 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, not suffering from any condition, disease or disablement, which would or could potentially affect participation.

I give my consent and permission to Gage Marine 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 to my minor child or myself.

_____ I have read and understand this page.

(Initial here)

RULES AND REGULATIONS:

Rules and regulations include but are in no way limited to the following:

1. Participants may not participate in the activities unless they have a signed liability waiver of file with Gage Marine.
2. Participants must engage in Participation Activities in a safe manner at all times and avoid collisions with other people.
3. Participants may engage in Participation Activities in designated areas only.
4. Participants must obey the safety instructions of Gage Marine staff at all times.
5. Participants may only participate in the activity that they have designated on the front page of this agreement.
6. Fighting or other aggressive behavior will result in ejection from Gage Marine Premises or activities.
7. No illegal drugs are allowed on the Gage Marine, Pier 290 premises.
8. Alcohol may not be consumed prior to engaging in Participation Activities.
9. No weapons are allowed on any premises of Gage Marine or places where Gage Marine is participating in events.
10. Gage Marine reserves the right to terminate any participant at any time or eject anyone at anytime.
11. Gage Marine is not responsible for stolen items at Participations Activities.
12. Participants must obey all rules herein and set forth by locations of Participation Activities. I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive and the rules may apply.

ENTIRE AGREEMENT:

I understand that this entire agreement between Gage Marine and me, that it is for the benefit of all released Parties, and that it cannot be modified or changed in anyway by the representations or statement of Gage Marine, or any employee or agency of Gage Marine, or any of the Released Parties or by me. I am at least 18 years of age, of sound mind, and not under the influence of any drugs or alcohol at this time. My signature below indicated that I have read this entire document, understand it completely, and agree to be bound by its terms.

Signature of Participant: _____ **Date:** _____

Signature of Parent/Guardian(if participant is under 18yr of age):: _____

Date: _____