

SOUTH BAY WAKEBOARD ACADEMY

WAIVER OF LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT

1. In consideration for South Bay Wakeboard Academy's agreement to provide services for and instruction to the undersigned ("Releasor"), Releasor agrees to the following:

Releasor hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE DEREK COOK DBA SOUTH BAY WAKEBOARD ACADEMY AND EACH OF HIS PAST, PRESENT AND FUTURE EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS, SUCCESSORS, GRANTEES, LENDERS, LESSORS, LESSEES, SUBLESSEES, INSURERS and ASSIGNS (hereinafter collectively referred to as "RELEASEES") from any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Releasor, or to any property belonging to or in the possession of Releasor, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, which arise from or relate in any way to the services, instruction, facilities and/or equipment supplied to or provided by any Releasee to Releasor.

2. Releasor acknowledges that Releasees have not made any representation or warranty of any kind regarding the suitability or condition of any service, instruction, facility or equipment supplied to or provided by any Releasee to Releasor. Releasor further acknowledge that the activities engaged in by Releasor and others in Releasor's presence while using any Releasee-provided facility or equipment, or while receiving services or instruction from any Releasee, may be hazardous and result in significant harm, including but not limited to property damage, bodily injury and death. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by Releasor that relates in any way to any Releasee-provided facility or equipment, or the provision of any service or instruction, by any Releasee to Releasor, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

4. Releasor further AGREES TO DEFEND, INDEMNIFY and HOLD HARMLESS all RELEASEES from any loss, liability, damage, or costs, including court costs and attorney's fees, that any Releasee may incur as a result of any act or omission by Releasor: (1) while present at any Releasee-provided facility; (2) during the use of any Releasee-provided equipment; or (3) during the participation in any Releasee-related activity.

5. It is Releasor's express intent that this Agreement shall bind the members of Releasor's family and spouse, if Releasor is alive, and Releasor's heirs, assigns and personal representatives, if Releasor is deceased, and shall be deemed as a FULL AND COMPLETE RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. Releasor further agrees that this Agreement shall be construed in accordance with the laws of the State of California.

6. If the South Bay Wakeboard Academy student is a minor, the undersigned represents, warrants and certifies that: (1) he/she is the legal parent/guardian of said minor student; (2) has full authority to execute this Release on behalf of said minor student, thus binding the student and all individuals and entities releasing rights hereunder; (3) that said minor student is in excellent health and has no physical, mental or emotional conditions which may affect participation in any activity. The undersigned further gives permission for said minor student to be medically treated for any injury sustained during such participation and certify that said minor student is covered by comprehensive medical insurance.

IN SIGNING THIS RELEASE, RELEASOR ACKNOWLEDGES AND REPRESENTS THAT he/she has read the foregoing Agreement, understands it and signs it voluntarily as his/her own free act and deed, and that no oral or written representations, statements, or inducements, apart from the foregoing written Release, have been made.

Name of Student (Print)

Signature of Student (or parent/guardian if under 18 years old)

DATED: _____, 20____