

**ACKNOWLEDGEMENT OF RISKS, ASSUMPTION
OF RISKS AND RESPONSIBILITY.
RELEASE OF LIABILITY**

WARNING!

STATEMENT OF RISKS: There are significant elements of risk in any adventure, sport or activity associated with watersports, the outdoors, the presence or use of motorized watercraft, and activities incidental thereto (referred to herein as "activity"). Although we have taken reasonable steps to provide you with appropriate equipment and/or skilled staff so that you can enjoy the activity for which you may not be skilled, **THE ACTIVITY IS NOT WITHOUT RISK.** The same elements that contribute to the unique character of the activity can be causes of loss or damage to equipment, cause accidental injury, illness or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for the activity. We do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

ACKNOWLEDGEMENT OF RISKS: I acknowledge that the following describes some, but not all, of the risks of participating in the activity: 1). Changing water flow, tides, currents, wave action and ships' wakes; 2). Collision with any of the following: other participants, the interior of the watercraft in which I/we are riding or any other portion of said craft, other watercraft, and man made or natural objects; 3). Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; 4). My sense of balance, physical coordination, ability to operate equipment. swim and/or follow directions; 5). Collision, capsizing, sinking or other hazard which results in wetness. injury, exposure to the elements, hypothermia, and/or drowning; 6). Getting in or out of the craft; 7). Travel, including travel to or from the activity; 8). The presence of insects and marine life forms; 9). Equipment failure or operator error; 10). Heat or sun related injuries or illnesses including sunburn, sunstroke or dehydration; 11). Fatigue, chill and/or dizziness, which may diminish rely/our reaction time and increase the risk of an accident.

I AM (WE ARE) AWARE THAT THE ACTIVITY MAY ENTAIL RISKS OF INJURY OR DEATH. I/WE UNDERSTAND THE DESCRIPTION OF THESE RISKS IS NOT COMPLETE AND THAT UNKNOWN OR UNANTICIPATED RISKS MAY RESULT IN INJURY, ILLNESS, OR DEATH AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I/we agree to assume responsibility for the risks of the activity identified herein and those risks not specifically identified. My/our participation in the activity is purely voluntary. No one is forcing me/us to participate. I verify that I am physically fit, not under the influence of alcohol or any drugs at this time and sufficiently qualified, trained and capable to participate in the activity. I assume full responsibility for myself and any of my minor children for whom I am responsible, for any bodily injury, accident, illness, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity.

I assume the risk(s) of personal injury, accidents, and/or illness, including but not limited to sprains, torn muscles, and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, and/or contusions, dehydration, drowning, oxygen shortage (anoxia), and/or excessive sun exposure, back & neck, and/or spinal injuries, bite or attack by an animal, insect, or marine life, allergic reaction, shock, paralysis or death.

I/we elect to participate in the activity in spite of the risks. I am responsible for protecting my skin and eyes from the elements. I agree to wear a US. Coast Guard approved personal flotation device (life jacket) while participating in the activity if required by state or local law. I attest that I have been offered such a device. Participation includes riding in any watercraft.

_____ Initial

COVENANT OF GOOD FAITH: I recognize that you, a provider of services, will operate under a covenant of good faith and fair dealing. I recognize that you may find it necessary to terminate the activity due to forces of nature. medical necessities or other problems: and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for my safety and/or the safety of other participants.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury I may incur while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I agree that any film or photographs of me/us as participants become your property and may be used for promotional or commercial purposes.

RELEASE: In consideration of services or property provided, I, for myself and any minor children for whom I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree that Windsurfing Enthusiasts' of Tidewater (WET) or its principals, directors, offices, agents. employees and volunteers, their insures and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted ("owner") and their insurers, if any, SHALL HAVE NO LIABILITY OF ANY NATURE FOR ANY AND ALL DAMAGE TO ME, MINORS IN MY CUSTODY, OR PROPERTIES as a result of my/our participation in the activity. This Release includes any acts, omissions or negligence of the "owner", the operator named above, or any other person (including myself) or any entity, their agents, or employees and their insurer(s), and I hereby release and discharge the owner and operator named above, their employees, agents, or assigns and their insurer(s), if any, for any such damage.

I HAVE READ THE ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM EXPRESSING MY INTENT TO WAIVE VALUABLE LEGAL RIGHTS INCLUDING ANY AND ALL RIGHTS I MAY HAVE OR NOW HAVE AGAINST THE OWNER, THE OPERATOR NAMED ABOVE OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS.

I FURTHER AFFIRM THAT I AM ABLE TO SWIM

Participants Name (print):..... **Age**..... **Signature**.....
(IF PARTICIPANT IS UNDER 18, THE PARENT OR LEGAL GUARDIAN MUST ALSO SIGN)

IN EMERGENCY CONTACT: **ph**

LIST BELOW ANY KNOWN ALLERGIES TO PLANTS, INSECTS OR MEDICATIONS:

Windsurfing Enthusiasts of Tidewater, Inc (WET)