

**SODA LAKE WATER SKI SCHOOL HOLD-HARMLESS, RELEASE OF LIABILITY AND  
INDEMNITY AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER  
OF CERTAIN LEGAL RIGHTS.**

“PARTICIPANT” MEANS THE UNDERSIGNED, BEING AT LEAST 18 YEARS OLD, OR THE MINOR USER (UNDER 18) AND THE UNDERSIGNED PARENT OR LEGAL GUARDIAN OF THE MINOR SIGNING ON BEHALF OF HIMSELF/HERSELF AND THE MINOR (HEREINAFTER THE “ACTIVITY”) CAN BE **HAZARDOUS.**

I warrant and represent that I am in good health and there are no special problems with the care of myself (or the child) and the undersigned parent or guardian (if applicable) has left no special instructions regarding myself or the child that have not been listed on the registration form.

I recognize that there are risks including but not limited to, water currents, water surface and subsurface conditions, collisions with objects, individuals, boats and equipment in the water, hypothermia, drowning, various injuries sustained from falls of all types, water skiing in its various forms, including but not limited to wakeboarding, tubing, bare footing, etc., exercises and drills selected by the instructor. I recognize that injuries are a common and ordinary occurrence of the Activity. I hereby agree to freely and expressly **ASSUME** and accept **ANY AND ALL RISKS** to me while participating in the Activity. Further, I voluntarily elect to participate in the Activity.

In consideration of engaging in the Activity I agree to **ASSUME ALL RISKS** associated with the Activity and agree to hold harmless, release, defend, and indemnify Soda Lake Water Ski School, including, but not limited to its subsidiaries, agents, employees, representatives, assignees, directors, officers, and shareholders hereinafter “The Released Parties” from all liabilities and/or claims for injury or death to persons or damage to property arising from my engagement in the Activity, including those injuries and damages caused by The Released Parties’ alleged or actual: 1) negligence or 2) breach of any express or implied warranty. By execution of this Release, the undersigned agrees to indemnify each Released Party for any injuries to me or to other person(s) or property that I may cause as a result of engaging in the Activity.

I authorize the Released Parties and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree that upon my transport to any such medical facility or hospital that the Soda Lake Water Ski School shall not have any further responsibility for me. Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall indemnify and hold harmless the Soda Lake Water Ski School of and from any costs incurred therein.

In consideration of using the water skiing facilities, **I CONTRACTUALLY AGREE** that **ALL** claims for injury and/or death shall be **GOVERNED BY COLORADO STATE LAW** and **EXCLUSIVE JURISDICTION** shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of Colorado.

This Release shall be binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall be enforceable. The undersigned parent or legal guardian acknowledges that he/she is also signing this Release on behalf of the minor and that the minor shall be bound by all terms of this Release. This Release shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

**I/WE HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Print Name of Parent or Guardian, if applicable

\_\_\_\_\_  
Signature of Parent or Guardian, if Participant is less than 18 years old