



**WATER SKI/WAKE BOARD RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.**

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with use of Water Skiing, Wake Boarding, Wake Surfing, Barefoot Skiing, Show Skiing, Tubing, Hydrofoiling, Trick Skiing and/or any other Related Activities that require a person or persons to be towed/pulled behind a Ski or Wakeboard boat at Rocky Mountain Ski + Wake (RMS+W).

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with behind the boat activities to which I am about to engage, including but not limited to:

- 1) Changing water flow, wave action and wakes;
- 2) Collision with any of the following:
  - a) Other participants, b) the watercraft, c) other watercraft, d) 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 condition, ability to operate equipment, swim and/ or follow directions;
- 5) Collision, capsizing, sinking, or other hazard that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water injection of water into my body orifices, and /or drowning;
- 6) The presence of insects and marine life forms;
- 7) Equipment failure or operator error;
- 8) Heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration
- 9) Fatigue, chill, and/or reaction time and increased risk of an accident

I specifically waive any defense insofar as this contract is concerned that may arise as a result of any state or local law and/ or regulation or policy that may impact its enforceability.

1. **Assumption of Risk** As lawful consideration for being allowed to participate in the activities offered by RMS+W, I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume all the risks existing in this activity. My/our participation in this activity is purely voluntary, and I/we elect to participate in spite of the risks. I/we expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of our own free will.
2. **Release and Waiver of Rights Including for Claims of NEGLIGENCE** On behalf of myself and any of the children for which I am responsible I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless RMS+W from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my/our use of RMS+W's boats, equipment or facilities, including any such Claims which allege negligent acts or omissions of RMS+W to full extent of the law.
3. **Indemnity** Should RMS+W or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree on behalf of myself and any of the children for which I am responsible to indemnify and hold them harmless (in other words, I agree to pay for) all such defense fees and costs.
4. **Personal Skill & Insurance** I certify on behalf of myself and any of the children for which I am responsible that I/we have sufficient skill and fitness to participate in the activities offered by RMS+W. I further certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage, or emergency transportation or search and rescue costs I/we may cause or suffer when participating or else agree to bear the costs of such injury, damage or emergency transportation costs ourselves. I/we also agree to bear the costs of any damage we may cause to equipment or boats..

5. **Release as Contract and Personal Capacity** On behalf of myself and any of the children for which I am responsible, I expressly agree and acknowledge that the terms and conditions of this release of liability, waiver of claims, assumption of risks and indemnity are contractual in nature and that I/we are signing it of my/our own free will. I/we expressly acknowledge that I/we are not under the influence of drugs or alcohol at the time of my/our signing of this document and that there are no other impediments or reasons why I/we would lack the capacity to enter into this contract with RMS+W.
6. **Forum Selection, Severability, Breach of Contract/Warranty Waiver Etc.** In the event I/we file a lawsuit against RMS+W, I/we agree to do so solely in the State of Colorado, and I/we further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state and I/we hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I/we agree to submit to the jurisdiction of the Colorado courts. I/we agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it were the original. I/we understand that this document constitutes the entire waiver between ourselves and RMS+W that it cannot be modified or changed in anyway by representation or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I/we are also waiving any claims I/we might have for breach of contract or warranty for statements or representations made outside of this contract.
7. **Damages, Deposit** The rental fees hereunder and all damages, repair costs or other charges, under this agreement shall be paid on demand at the conclusion of the use. Upon failure to pay such amount RMS+W is authorized to charge such amount to the credit account on file and I/we agree to make payment of such amount in accordance with the cardholders agreement applicable thereto. **RMS+W is authorized to charge the credit account on file as it deems necessary or appropriate in its sole and complete discretion to repair bills, replacement or restoration costs, penalties, fines or other expense and liabilities associated damage to all or any part of the rented vessels or equipment. I/we shall be responsible for paying RMS+W for all cost or damages within 5 days of written notice.**
8. **Assessments** RMS+W shall do an assessment of my/our capabilities to operate RMS+W equipment in a safe and prudent manner. RMS+W may refuse to rent vessels and equipment to anyone in their sole and complete discretion. All users of RMS+W vessels and equipment agree to abide by RMS+W, City of Lakewood, Bear Creek Lake Park rules and regulations of such use.

**By signing this document, I acknowledge for myself and any of the children for which I am responsible that if anyone is hurt or property is damaged during my participation in this activity, I/we may be found by a court of law to have waived my/our right to maintain a lawsuit against RMS+W on the basis of any claim from which I/We have released them herein.**

**Printed Name:**

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**Signature/Date:**

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**Email Address:**

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