



**INLAND WAKE+ LLC
WAKESURF PARTICIPANT WAIVER AND RELEASE**

The undersigned “Participant,” in consideration of being permitted to participate in WakeSurfing, boating and related activities (the “Activity”) with Inland Wake+ LLC (the “Sponsor”), and on behalf of themselves, their heirs, executors, administrators, assigns and/or personal representatives, knowingly and voluntarily enter into this waiver and release of liability (the “Agreement”) and hereby agree as follows:

Acknowledgement. I affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with WakeSurfing activities, water transportation to and from the WakeSurf vessel and related water sports activities to which I am about to engage, including but not limited to:

1. changing water flow, tides, currents, wave action, and boat wakes;
2. collision with any of the following: a. other participants, b. the watercraft
- c. other watercraft, d. man-made or natural objects, e. shuttle boat;
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 body upon 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, sunstroke or dehydration;
9. fatigue, chill and/or reaction time and increased risk of an accident

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

I further acknowledge that I am in good health and have no physical conditions that affect my ability to participate in the Activity and have not been advised otherwise by a medical practitioner. I expressly acknowledge that it is my responsibility to ensure that I am covered by medical insurance, individually, or as a part of an organization and that Sponsor will not provide such coverage.

Assumption of the Risk. I acknowledge and agree that my participation in the Activity may expose me to hazards or risks that may result in my illness, bodily injury, emotional injury, loss, death and/or damage to property. I understand and appreciate the nature of such hazards and risks and I, individually, and on behalf of any community, estate, heirs, executors, administrators, assigns, insurer, and entity, assume all risks inherent in my participation in the Activity.

Release. I, individually, and on behalf of any community, estate, heirs, executors, administrators, assigns, insurer, and entity, release, waive, discharge and acquit Sponsor, its members, owners, officers, employees, volunteers, representatives, agents and insurers, from any and all liability, claim (including claims for attorneys’ fees), damage, loss, injury, expense, cause of action, dispute and cost that may arise from, result from or occur during my participation in the Activity, including my coming and going from the Activity, whether caused by the negligence of Sponsor, its members, owners, officers, employees, volunteers, representatives, agents or insurers, or by any cause whatsoever.

Indemnity. I agree to indemnify, defend and hold harmless Sponsor, its members, owners, officers, employees, volunteers, representatives, agents and insurers, from any and all liability, claim, damage, loss, injury, expense, cause of action, dispute and cost (including payment of fees as incurred) that may arise from, result from or occur during my participation in the Activity, whether made by me or on behalf of me to the extent permitted by law, and whether caused by the negligence of Sponsor, its members, owners, officers, employees, volunteers, representatives, agents or insurers, or by any cause whatsoever.

Infancy. The undersigned "Parent/Guardian" for and in consideration of their minor child, the Participant, being able to participate in the Activity, hereby agrees as follows:

Parent/Guardian expressly authorizes Participant to participate in the Activity and acknowledges that Participant is in good health and has no physical conditions that may affect Participant's ability to participate in the Activity and has not been advised otherwise by a medical practitioner. Parent/Guardian expressly acknowledges and covenants that Participant is covered by medical insurance.

Parent/Guardian acknowledges and agrees that Participant's participation in the Activity may expose Participant to hazards or risks that may result in Participant's illness, bodily injury, emotional injury, loss, death and/or damage to property. Parent/Guardian understands and appreciates the nature of such hazards and risks and Parent/Guardian, individually, and on behalf of any community, estate, heirs, executors, administrators, assigns, insurer, and entity, assumes all risks inherent in Participant's participation in the Activity.

Parent/Guardian, individually, and on behalf of any community, estate, heirs, executors, administrators, assigns, insurer, and entity, releases, waives, discharges and acquits Sponsor, its members, owners, officers, employees, volunteers, representatives, agents and insurers, from any and all liability, claim (including claims for attorneys' fees), damage, loss, injury, expense, cause of action, dispute and cost that may arise from, result from or occur during Participant's participation in the Activity, including Participant's coming and going from the Activity, whether caused by the negligence of Sponsor, its members, owners, officers, employees, volunteers, representatives, agents or insurers, or by any cause whatsoever.

Parent/Guardian agrees to indemnify, defend and hold harmless Sponsor, its members, owners, officers, employees, volunteers, representatives, agents and insurers, from any and all liability, claim, damage, loss, injury, expense, cause of action, dispute and cost (including payment of fees as incurred) that may arise from, result from or occur during Participant's participation in the Activity, whether made by Parent/Guardian or Participant or on behalf of Participant to the extent permitted by law, and whether caused by the negligence of Sponsor, its members, owners, officers, employees, volunteers, representatives, agents or insurers, or by any cause whatsoever.

Understand. PARENT/GUARDIAN AND PARTICIPANT ACKNOWLEDGE AND AGREE THAT THEY HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE TO BE IN FULL FORCE AND EFFECT.

Choice of Law. This Agreement is governed by the laws of the State of Idaho, with the exclusive jurisdiction for any litigation involving this Agreement or arising out of the Activity to be in the courts of Kootenai County, Idaho.

Severability. If any provision of this agreement shall be found to be void, such determination shall not affect any other provision of this agreement.

DATED this ____ day of _____, 2022.

PARTICIPANT:

Printed name _____

Signature _____

If under 18

PARENT/GUARDIAN:

Printed name _____

Signature _____