

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR PRO WATERCROSS EVENTS

I assume the risk of serious injury or death. Personal Watercraft racing is a high speed activity where numerous persons are navigating a very tight buoy course in a competitive and aggressive manner. Personal Watercraft do not have brakes, water spray frequently causes limited visibility, and changing water conditions make for an inconsistent atmosphere in all parts of the race course. Collisions are frequent as are mechanical failures, spin outs, loss of control, and mental errors. Endurance, Freeride/Freestyle and other personal watercraft activities carry equal dangers and risks as closed course. It is a strong possibility that I will be injured, or even killed, while participating in a Personal Watercraft competition and I still chose to participate in this event despite this possibility: _____ (Initials).

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any restricted area requiring special authorization, credentials or permission to enter or any area which admission by the general public is restricted or prohibited including but not limited to the competition area), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs and next of kin:

1. Acknowledges, agrees and represents that he or she has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he or she enters. He or she further agrees and warrants that if at any time he or she is in or about RESTRICTED AREAS and feels anything to be unsafe, he or she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. Acknowledge that this event is not produced by the IJSBA or APBA. This event is produced by an independent promoter who is responsible for all safety aspects of the event. The skill levels, speeds, track size, experience/inexperience of participants may be drastically different from other sanctioned events and there may be a higher frequency of aggressiveness and competitiveness as well as a higher degree of inexperienced competitors who are more prone to errors. There is no warranty or guarantee that competitors' actual skill matches the skill designated on their license and/or classification.
3. HEREBY RELEASE, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the UWP, LLC DBA Pro Watercross, the event organizers, participants, racing associations, other sanctioning organizations, or any subdivisions thereof, track operators, course owners, officials, riders, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners or lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
5. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
6. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
7. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. HEREBY UNDERSTANDS that Pro Watercross does not provide competitors or participants with any insurance policy against accidents, injury, or death.
9. THE UNDERSIGNED grants permission to UWP, LLC dba Pro Watercross, sponsors, event sponsors, event organizers and their assigns, to use their voice and/or likeness, photographs and photographs of their personal watercraft in advertising and promotion material, feature use including radio, television, motion picture film, video tape, newspapers, magazines, programs and all other media in connection with advertising and purposes of trade, and agrees to display sponsor and Pro Watercross emblem on the chest of rider's vest or racing uniform, and the sponsor and Pro Watercross decal on both sides of the personal watercraft while competing in any Pro Watercross event.

THE UNDERSIGNED IS A MEMBER IN GOOD STANDING OF THE PRO WATERCROSS AND/OR HAS APPLIED FOR MEMBERSHIP IN PRO WATERCROSS, and agrees to abide Pro Watercross Tour Code of Conduct and by the Pro Watercross rules as set forth in the Pro Watercross Official Competition Rule Book, as these rules may be amended or interpreted from time to time.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE TO THE FULLEST EXTENT ALLOWED BY LAW.

Competitor/Participant's Legal Signature: _____ Date: _____

Legal Parent/Guardian Signature (if rider under 18): _____ Date: _____