

Waiver No.: \_\_\_\_\_  
Employee: \_\_\_\_\_

## WAKE NATION, LLC

### Participation Agreement, Indemnification and Liability Waiver

(This document affects your legal rights. You must read and understand it before initialing and signing it.)

Participant's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

If under age 18, Name of Parent or Guardian: \_\_\_\_\_  
**(If Participant is under age 18, Parent must sign in front of a Wake Nation, LLC employee or form must be notarized.)**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Participant's E-mail address (optional): \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_ Policy No.: \_\_\_\_\_

I, the above-named person being eighteen or older in age, or the parent or legal guardian of the above-named participant who is under age 18, in consideration of the services provided by Wake Nation, LLC, the rate charged for those services, and the right to engage in the Participation Activities as a participant and/or volunteer, hereby acknowledge, agree, promise and covenant with Wake Nation, LLC; Wake Nation Holdings, LLC, its advertisers, its sponsors and their respective members, managers, shareholders, partners, agents, and employees (collectively, "Wake Nation") on behalf of myself, my heirs, assigns, personal representatives, and estate as follows:

#### **ACKNOWLEDGEMENT OF RISKS:**

I UNDERSTAND AND ACKNOWLEDGE that the Participation Activities in which I (all references to I, me, myself or my, refer to my minor child if I am signing on behalf of my minor child) am about to voluntarily engage in bear certain anticipate and unanticipated risks which could result in INJURY, DEATH, ILLNESS, DISEASE, AND/OR PHYSICAL OR MENTAL DAMAGE to myself, to my property, or to other parties or their property. These risks include but are in no way limited to the following:

1. The risks which are inherent in the activities of water skiing, wake boarding, wake skating, knee boarding, slalom skiing, and trick skiing, including, but not limited to falling, coming in contact with ramps, steps, rocks, shorelines, walls, jumps, sliders, pipes, debris, other structures and devices, or other equipment or persons;
2. The acts, omissions, or negligence in any degree of Wake Nation LLC; Wake Nation Holdings, LLC, its advertisers, its sponsors and their respective members, managers, shareholders, partners, agents, or employee (collectively the "Released Parties");
3. Latent or apparent defects or conditions in equipment or property supplied by the Released Parties or other persons or entities;
4. The condition of any cable way, starting dock, obstacle, wall, automatic machine, etc., and accidents connected with their use;
5. My own physical condition and skill level or my own acts or omissions;
6. First aid, emergency treatment, or other services rendered by Released Parties or others;
7. Consumption of any food or drink, whether or not provided by Released Parties or others, and untreated water from the environment.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and the other risks, know or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease or damage to myself or to my property or to other parties and their property.

\_\_\_\_ (Initial here) I have read and understand this page.

Waiver No.: \_\_\_\_\_  
Employee: \_\_\_\_\_

**ACCEPTANCE OF RISK AND RESPONSIBILITY:**

**I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE** to myself or to my property or other parties and their property arising from my participation in the Participation Activities. My participation in the Participation Activities is purely voluntary; no one is forcing me to participate in spite of the risks.

**RELEASE:**

**I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE ANY OF THE RELEASED PARTIES, from or for any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in the Participation Activities, including, but not specifically limited to any and all negligence, fault or strict liability of any of the Released Parties for any and all injury, death, illness or disease, and damage, and damage to myself or to my property. I FURTHER, AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY EACH OF THE RELEASED PARTIES from all liability, claims, demands, actions or rights of action, damages, defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damages which I may negligently or intentionally cause to other parties in the course of my participation in the Participation Activities. I FURTHER AGREE, PROMISE AND COVENANT NOT TO USE, ASSERT OR OTHERWISE MAINTAIN ANY CLAIM AGAINST ANY OF THE RELEASED PARTIES, for any injury, death, illness and disease, or damage to myself or to my property, arising from or connected with my participation in this activity or from any claims asserted against me by other parties. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR DIES, OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THE PARTICIPATION ACTIVITIES, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY OF THE RELEASED PARTIES EVEN IF ANY OF THE RELEASED PARTIES NEGLIGENTLY CAUSE THE BODILY INJURY OR PROPERTY DAMAGE. This agreement shall be binding upon the heirs, legal representatives, executors, and administrators of the participant and is for the benefit of the Released Parties and their respective heirs, successors and assigns.**

**INDEMNIFICATION:**

Each of the undersigned individuals wants to use the Wake Nation Cableway and is doing so entirely upon his or her own initiative, risk and responsibility. Furthermore he or she is aware of the risks and hazards inherent upon the use of the facilities.

Therefore, in consideration of the use of the Wake Nation facilities or rental equipment whether with or without charge, each of the undersigned individuals and/or as a representative of and on behalf of his or her spouse, child, or ward, hereby releases, waives, discharges and covenants not to sue the Released Parties from any liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including fatal injury, associated with the use of the Wake Nation facilities and equipment.

INDEMNITY REGARDING USE OF WAKE NATION PREMISES, INCLUDING BUT NOT LIMITED TO THE CABLEWAY. To the extent permitted by law, customer or participant agrees to indemnify, hold harmless, and defend the Released Parties and all other businesses on premises from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which the Released Parties or any business on premises may suffer or incur in connection with use or misuse of any part of the Wake Nation facilities or the Cableway. This release shall be binding upon the spouse, heirs, next of kin, executors, and administrators of each of the undersigned.

**ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT:**

**I UNDERSTAND AND ACKNOWLEDGE that by initialing and/or signing this document I have given up certain rights and/or possible claims which I might otherwise assert or maintain against the Released Parties, including specifically, but not limited to, rights arising from or claims for the acts or omissions, fault, negligence in any degree of any of the Released Parties. I understand and acknowledge that by signing this documents, I HAVE ASSUMED RESPONSIBILITY AND LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by other parties against me as a result of my participation in the Participation Activities.**

**MEDICAL CARE, PARTICIPANT INSURANCE BENEFITS, AND REPRESENTATION OF PHYSICAL CONDITIONS:**

\_\_\_\_ (Initial here) I have read and understand this page.

I UNDERSTAND AND ACKNOWLEDGE that no major medical or accident insurance benefits will be provided to me during participation or viewing of the Participation Activities. I certify that I have sufficient health, accident, and personal liability insurance to cover any bodily injury or property damage that I may incur while participating in the Participation Activities, and to cover bodily injury or property damage caused to another party as a result of my participation in the Participation Activities. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability. I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, disease or disablement, which would or could potentially affect participation in the Participation Activities.

I give my consent and permission to Wake Nation, LLC and medical personnel to obtain or administer on my behalf or on behalf of my minor child, first aid and emergency medical treatment in case of sickness, accident, injury, and to secure medical care at my expense and to make decisions concerning medical care if I am unable to do so or if in the case of my minor child, I am unable to be reached. I give consent for drug testing to be performed in the event of any accident or during the course of any medical care or treatment for my minor child or myself.

**RULES AND REGULATIONS:**

Rules include but are in no way limited to the following:

1. Persons may not participate in activities unless they have a signed liability waiver on file with Wake Nation, LLC. If a participant is under age 18, their parent or legal guardian must sign this document in the presence of a Wake Nation, LLC employee or a notary public (there are no exceptions to this rule.)
2. Participants will not be allowed to enter or remain on the Wake Nation, LLC premises unless they are wearing full appropriate protective and safety gear for the Participation Activities in which they are participating.
3. Participants must wear U.S.C.G. approved floatation devices while using the cable system.
4. Participants must engage in Participation Activities in a safe manner at all times and avoid collisions with other persons.
5. Participants may engage in Participation Activities in designated areas only.
6. Participants must obey the safety instructions of Wake Nation, LLC staff at all times.
7. Fighting or other aggressive or disruptive behavior will result in ejection from the Wake Nation, LLC premises.
8. No food or drink may be brought onto the Wake Nation, LLC premises and participants may not consume food and drink in prohibited areas.
9. Smoking is only allowed in designated areas.
10. Equipment or gear not required for participation in the Participation Activities and any other items must be stored in locations outside the Participation Activities locations.
11. No illegal drugs are allowed on the Wake Nation, LLC premises.
12. No profanity or vulgar language is permitted on the Wake Nation, LLC premises.
13. No weapons are allowed on the Wake Nation, LLC premises.
14. No pets other than Seeing Eye animals are allowed on the Wake Nation, LLC premises.
15. No contests of any sort are allowed on the Wake Nation, LLC premises unless organized and run by Wake Nation, LLC staff or other authorized persons.
16. Wake Nation, LLC reserves the right to terminate any membership or pass at any time and to eject anyone at any time for any reason.
17. Safeguard your valuables and possessions at all times. Wake Nation, LLC is not responsible for lost and/or stolen items.
18. Alcohol may not be consumed prior to or during participation in any Participation Activities.
19. Participants must obey all posted rules.
20. Violations of rules may result in ejection from the Wake Nation, LLC premises and cancellation of all tickets, passes, and memberships without refund.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive and that other rules may apply.

**PHOTO & VIDEO RELEASE:**

I for just and sufficient consideration, receipt of which is hereby acknowledged, hereby irrevocably grant Wake Nation LLC, its successors and partners the right to record my likeness and/or voice on tape, film or digital media, to edit such tape, film or digital media at our discretion; to incorporate the same into video, TV, radio, web or print advertisement or video for Wake Nation; and to use or authorize the use of such tape, film and videotape or any portion thereof in any manner or media at any time through the world in perpetuity and to use my likeness, voice and biographical and other information concerning

me in connection there with including promotion in all media. I hereby release you and anyone using said film, digital image, or other material from any and all claims, damages, liabilities costs and expenses which I now have or may hereafter have by reason of any use thereof.

**ENTIRE AGREEMENT:**

I understand that this is the entire agreement between Wake Nation, LLC and myself, that it is for the benefit of all Released Parties, and that it cannot be modified or changed in any way by the representations or statements of Wake Nation, LLC or any employee or agent of Wake Nation, LLC or any of the Released Parties or by myself. I am at least 18 years of age, of sound mind, and not under the influence of any drugs or alcohol at this time. My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms. If I am the parent or guardian of the participant, I agree to be bound by the terms and conditions of this agreement and shall be responsible for the actions of the participant.

**AFFIDAVIT OF PARENTAL OR LEGAL GUARDIANSHIP:** I, the undersigned, declare that I am the parent, of or the legal guardian of this minor, and have the legal capacity to execute documents on behalf of such minor. I understand that as a condition to participate in activities, rides or events at Wake Nation, LLC, the parent or legal guardian of the minor participant must sign certain legal documents, including but not limited to Waivers, Releases, Acknowledgment of Risks, and related documents. I am signing those documents, freely, without any fraud or duress, and acknowledge that I have read and understand the same. *\*\*In the event that it is determined that I am not the parent or legal guardian of the minor, or did not have the legal capacity to execute the documents on behalf of said minor, then I agree to defend and indemnify (See Indemnification above for details) Wake Nation, LLC and all of their agents, employees, sponsors, partners, officers, directors, and/or affiliated companies/entities, if any litigation is instituted, as a result of any injury or death or claim for damage arising out of, relating to, or in any way connected with, minor's participation in activities at Wake Nation, LLC.*

SIGNATURE OF PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF PARENT/GUARDIAN: \_\_\_\_\_ DATE: \_\_\_\_\_

**(If Participant is under age 18, Parent/Guardian must sign in front of Wake Nation, LLC employee or form must be notarized.)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

OR

SIGNATURE OF WAKE NATION, LLC EMPLOYEE:

\_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME OF WAKE NATION, LLC EMPLOYEE: \_\_\_\_\_