LAKE LIFE COLORADO LLC



WAKEBOARD, WAKESURF AND BOAT RIDE RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, INDEMNITY, MEDICAL CARE AND MINOR AGREEMENT.

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

Express assumptions of risk associated with wakeboard, wakesurf, and boat ride related activities.

I, THE UNDERSIGNED _______ do hereby affirm and acknowledge that taking part in wakeboarding, wakesurfing, and boat rides can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The risks and dangers of these activities include, but are not limited to:

- 1. Changing water, wave action, and boat wakes;
- **2**. Collision with any of the following: a. other riders, b. the watercraft, c. other watercraft, d. manmade or natural objects;
- 3. Wind shear, inclement weather, lightning, temperatures;
- **4**. Injury incurred due to any pre-existing, compromised sense of balance, physical condition, swim ability, and/or ability to follow directions;
- **5**. Collisions, capsizing, sinking, injury, exposure to the elements, hypothermia, impact of body upon water, and/or drowning;
- **6**. Equipment failure or operator error.
- 7. Heat or sun related injuries or illnesses, including sunburn, sunstroke, or dehydration.
- **8**. Fatigue and chill.

The undersigned acknowledge and understand that the description of the risks listed above IS NOT COMPLETE and that participating in these activities may be dangerous and may include other risks.

I specifically waive any defense insofar as this contract is concerned that may arise because of any state or local law and/or policy that may impact its enforceability, Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being allowed to participate in the above-described water sports, transportation, wakeboarding, wakesurfing, and boat ride activities, I hereby agree as follows:

- Release: To release LAKE LIFE COLORADO LLC, its directors, employees, and vessel from liability
 and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, executors,
 or assigns may have for personal injury, property damage, or wrongful death arising from the above
 activities whether caused by activity or passive negligence of LAKE LIFE COLORADO LLC or
 otherwise.
- 2. Indemnification: By executing this document, I agree to hold LAKE LIFE COLORADO LLC harmless and indemnify it in conjunction with any and all injury or loss of life that may occur as a result of engaging in wakeboarding, wakesurfing, and boat ride activities.
- 3. Minor Acknowledgement: In the case of a minor participant (ie: under the age of 18 years old), the undersigned parent or legal guardian acknowledges that he/she is not only signing the Agreement on his/her behalf, but that is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent of legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. But for the foregoing, the minor would not be permitted to participate in the Activities listed. If any participant signs this Agreement without a parent or legal guardian's signature, the participant represents that he/she is at least 18 years of age. If signing as the parent or legal guardian of a minor Participant, signing adults represent that they are a parent or legal guardian of the minor Participant.
- 4. Medical Care: I, the undersigned, authorize the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. The undersigned agree to pay all costs associated with such medical care and related transportation.
- 5. By entering into this agreement, I am not relying on any oral or written representation or statements made by LAKE LIFE COLORADO LLC, other than what is set forth in this agreement.

LAKE LIFE COLORADO LLC

I hereby declare that I am of legal age, 18 years old or older, and competent to sign this agreement or, if not, my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this agreement. I have/read this agreement, understand it, and agree to be bound by it.

DECLARATION TO FITNESS TO WAKEBOARD, WAKESURF, AND BOAT RIDE

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during wakeboarding, wakesurfing, and boat riding: Epilepsy, severe head injury, recurrent blackouts, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis, and severe joint sprains, chronic bronchitis, or asthma and any other conditions that would in any way impact my participation in wakeboarding, wakesurfing, or boat riding.

I hereby declare that I have no physical or medical condition that will preclude me from participating in my chosen activity, I am not participating against medical advice or treatment, and I have not been diagnosed by a registered doctor as having a terminal illness.

Even if I have a health condition as stated above of which I am unaware, by signing this form I still choose to participate in the activity of wakeboarding, wakesurfing, and boat riding, and agree to waive all responsibilities to all above mentioned parties concerning any consequences that would result from my actions.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever, or if any injury is sustained of any kind during the course of wakeboarding, wakesurfing, and boat riding, I will notify the LAKE LIFE COLORADO LLC instructor immediately and before leaving the premises.

SIGNATURE of adult participant	PRINTED name of adult participant Date
Name of Minor(s) who are participating an	d/or present:
1	
2	LAKE LIFE COLORADO
3	EST.2022
SIGNATURE of Parent or Legal Guardian responsible for minor(s) listed above	Date