



## **TRY WATERSKIING AGREEMENT**

**May 2018**

***TWIN LAKES WATER SKI PARK***

*73 Orange and Rockland Road  
Monroe, New York 10950  
newyorkwaterski@gmail.com*



## TRY WATERSKIING AGREEMENT May 2018

Waterskiing at Twin Lakes is a unique opportunity and privilege. This opportunity will be limited to those and their families who will be an asset to Twin Lakes Water Ski Club. For safety reasons, ski time will be limited to ensure that the site does not become overcrowded. Ski time is offered as time is available and can be withdrawn at any time. All appointments must be scheduled in advance with coach driver.

All skiers must be competitive members of AWSA for insurance reasons. They must sign up through USA Water Ski and provide Twin Lakes Water Ski Club with a copy of their membership card. All MUST sign the standard AWSA release and the following release form for themselves and any minors in their care before being allowed to enter the site, water or any boat.

I, \_\_\_\_\_, agree to indemnify and hold harmless the Ski Delight Corporation, Twin Lakes Water Ski Club, Tommy Wiley (Coach/Driver), their members, and their families and guests from any legal actions which arise due to or in connection with my presence on Ski Delight Corp. property or my participation in any activities held thereon.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

\_\_\_\_\_

**USA Water Ski Membership #** \_\_\_\_\_

**Phone: (H)** \_\_\_\_\_ **(W)** \_\_\_\_\_ **(C)** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

**Check Number** \_\_\_\_\_

**RESPONSIBILITIES;**

- 1) Safe use of the site and facilities.
- 2) Present responsible image to town, at our tournaments.
- 3) Try Waterskiing participants can only ski when no regular members or owners are ready to ski.
- 4) Under no circumstances will any Try Waterskiing person operate any of TL boats.

Before skiing, this form, waiver form and USA Membership # must be on file with a digital copy to [newyorkwaterski@gmail.com](mailto:newyorkwaterski@gmail.com). All payment must be settled with Coach Driver each day.

PLEASE READ OUR GUIDELINES FOR SAFE AND ENJOYABLE SKI TIME AT TWIN LAKES WATERSKI PARK.



PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

ANNUAL Membership Waiver Form for ADULTS (Age 18 or older)

(Minor Waiver on Reverse Side)

For and in consideration of USA Water Ski, Inc. ("USA Water Ski") allowing me, the undersigned, to participate in any USA Water Ski sanctioned event, including, but not limited to, any tournaments, clinics, shows, exhibitions, races, competitions, practices and related activities sanctioned by USA Water Ski (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

- 1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well being at all times and under all circumstances while at the Event site.
2. I understand and acknowledge the risks and dangers associated with participation in the sport of water skiing and related water sport disciplines, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, boats, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect ski course conditions; water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event.
3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USA Water Ski and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment. I understand that the Event Organizers have the right to control or prohibit advertising material used, worn, or displayed by a participant at the site during the Event, and that they have also reserved the right to disqualify anyone or deny participation in the Event for any reason they deem just and proper in their sole discretion.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USA Water Ski, Inc., its members, clubs, associations, sport disciplines and divisions, including but not limited to American Water Ski Educational Foundation (AWSEF), American Water Ski Association (AWSA), American Barefoot Club (ABC), American Kneeboard Association (AKA), National Collegiate Water Ski Association (NCWSA), National Show Ski Association (NSSA), National Water Ski Racing Association (NWSRA), United States Hydrofoil Association (USHA), USA Wakeboard (USW) and Water Skiers with Disabilities Association (WSDA); International Waterski & Wakeboard Federation (IWWF); United States Olympic Committee (USOC); the Event Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; Lake, Venue and Property Owners or Operators upon which the Event takes place; Boat Owners and Operators; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Print Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  Male  Female
Home Address: \_\_\_\_\_ Home Tel.: (\_\_\_\_) \_\_\_\_\_

X \_\_\_\_\_ / / \_\_\_\_\_
Signature of Participant Date Signed



**PARTICIPANT WAIVER AND RELEASE OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**  
**ANNUAL Membership Waiver Form for MINORS (Under Age 18)**  
*(Adult Waiver on Reverse Side)*

For and in consideration of USA Water Ski, Inc. ("USA Water Ski") allowing the minor(s) identified below (**individually and collectively, "Minor"**) to participate in any USA Water Ski sanctioned event, including, but not limited to, any tournaments, clinics, shows, exhibitions, races, competitions, practices and related activities sanctioned by USA Water Ski (**the "Event" or "Events"**); I, for myself, and on behalf of Minor, and the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the "Agreement"**):

1. I hereby represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Event; and (iii) the Minor is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the Minor's ability to safely participate in the Event, and that I am responsible for the Minor's safety and well being at all times and under all circumstances while at the Event.
2. I understand and acknowledge the risks and dangers associated with the Minor's participation in the sport of water skiing and related water sport disciplines, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, boats, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect ski course conditions; water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("**Risks**"). I understand that these Risks may be caused in whole or in part by the Minor's own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and on behalf of the Minor, I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of the Minor's participation in any Event.
3. I understand that the Minor is required to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USA Water Ski and any safety regulations established for the benefit of all participants. I accept sole responsibility for the conduct and actions of the Minor while he or she is participating in the Event, and the condition and adequacy of the Minor's equipment. I understand that the Event Organizers have the right to control or prohibit advertising material used, worn, or displayed by a participant at the site during the Event, and that they have also reserved the right to disqualify anyone or deny participation in the Event for any reason they deem just and proper in their sole discretion.
4. On behalf of the Minor, I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USA Water Ski, Inc., its members, clubs, associations, sport disciplines and divisions, including but not limited to American Water Ski Educational Foundation (AWSEF), American Water Ski Association (AWSA), American Barefoot Club (ABC), American Kneeboard Association (AKA), National Collegiate Water Ski Association (NCWSA), National Show Ski Association (NSSA), National Water Ski Racing Association (NWSRA), United States Hydrofoil Association (USHA), USA Wakeboard (USW) and Water Skiers with Disabilities Association (WSDA); International Waterski & Wakeboard Federation (IWWF); United States Olympic Committee (USOC); the Event Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; Lake, Venue and Property Owners or Operators upon which the Event takes place; Boat Owners and Operators; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to the Minor's participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, the Minor, or anyone on the Minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

MINOR #1: Print Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  Male  Female  
 MINOR #2: Print Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  Male  Female  
 MINOR #3: Print Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  Male  Female

X \_\_\_\_\_ / / \_\_\_\_\_  
*Signature of Parent/Legal Guardian for Minor(s)* *Date Signed*