

TK WaterSports

**1253 E. Nathaniel Drive
Pleasant Grove, UT 84062
PHONE: 801-367-0668**

NOTICE: THIS IS A LEGALLY BINDING CONTRACT. In consideration of my being permitted by TK Watersports to participate in the water recreation activities that they offer, including any instruction that the employees of TK Watersports Sports provide, I agree to the following waiver and release and make the following representations.

I HEREBY ACKNOWLEDGE THE INHERENT EXTREME RISKS INVOLVED IN WATER SPORTS ACTIVITIES.

I realize that those risks include , but are not limited to: any injury incurred while exiting, entering, or being within or around the boat, putting on any and all equipment, actively using any equipment, participating in any and all activities the TK Watersports offers such as, but not limited to kneeboarding, tubing, wakeboarding, wake skating, wake surfing, water skiing, slalom skiing, swimming, air chair, touring lakes, para sailing, and all other activities that TK Watersports offers. I acknowledge that the above list is not inclusive of all possible risks associated with water recreational activities and I agree that said list is in no way limits the extent or reach of this release. **I VOLUNTARILY ASSUME ALL SUCH RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGER AND RISKS INVOLVED**_____ (Initial)

I voluntarily agree to assume all risks of personal injury, including paralysis or death, that may occur while I am with TK Watersports, or participating in any event or activity offered TK Watersports, whether or not under the supervision of TK Watersports personnel. I hereby knowingly and intentionally waive and release, and agree to indemnify, hold harmless and defend TK Watersports, its successors, assigns, officers, employees, and all equipment designers and manufactures, hold manufactures, lessors and agents from all liability for any such damage, injury, paralysis, or death which may result. **THIS RELEASE SHALL BE EFFECTIVE EVEN THOUGH SAID LOSS, DAMAGE OR INJURY RESULTS OR HAS RESULTED FROM NEGLIGENCE, WRONGFUL ACTS, OMISSIONS, BREACH OF WARRANTY, OR STRICT TORT LIABILITY OF INVERT SPORTS LLC OR THE OTHER PARTIES RELEASED.**_____ (Initial)

I am in good health and have no physical/mental limitations which would affect my performance in any and all activities provided through TK Watersports. I agree to pay attention to the state of any ropes, handles, bindings, boards, skis, fins, and any and all equipment that I use; and to advise staff members if I do any damage or notice damage. I certify that I understand the rules contained in this document and any verbal instructions that I have received, and any future instruction I will receive, and agree to abide by these rules and instructions. I further agree that if the staff of TK Watersports makes specific requests or gives specific instruction that I will abide by these requests/instructions. _____ (Initials)

IN THE EVENT THAT I SUFFER ANY INJURY WHATSOEVER WHILE WITH INVERT SPORTS LLC I AGREE TO NOTIFY AN EMPLOYEE OF INVERT SPORTS LLC IMMEDIATELY. _____ (Initials)

I AM AT LEAST 18 YEARS OF AGE AND OTHERWISE LEGALLY COMPETENT TO SIGN THIS

AGREEMENT. This release shall be effective and binding upon me and upon assigns, representatives, executors and administrators. **IF UNDER THE AGE OF 18, THIS RELEASE MUST BE SIGNED BY THE PARENT/GUARDIAN OF THE MINOR,** and I agree to indemnify and hold harmless TK Watersports and the other released parties in the event a minor member sues them or any one of them. _____ (Initials)

I agree that if I or any one of my group damage any equipment owned by TK Watersports we agree to pay for the damages incurred.

I UNDERSTAND THAT THIS RELEASE IS A CONTRACT. I EXPRESSLY STATE THAT I HAVE READ, UNDERSTAND AND AM FAMILIAR WITH ALL ITS PROVISIONS AND THAT I SIGN IT OF MY OWN FREE WILL. _____ (Initials)

Participant's signature _____

Participant's Printed Name _____

Address _____ City _____ State _____ Zip _____

Home Phone _____ Work Phone _____ DOB _____

E-mail _____ Today's date _____ Invert Approval _____

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR

I hereby state that I am the parent or guardian of the minor whose signature appears above. I am familiar with and consent and agree to the terms and provisions set forth in this release. I Hereby releasing TK Watersports from injury or death that could result to the minor.

Signature of Parent or Guardian

Date _____