



## SHRED THE GNAR WAKE SCHOOL

### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, PARENTAL CONSENT & INDEMNITY AGREEMENT ("Release")

#### Information about Shred the Gnar Wake School and its Instructors:

- Shred the Gnar Wake School is a company dedicated to teaching all types of people how to safely enjoy wakeboarding, wakesurfing, water-skiing, tubing, kneeboarding and other water sports.
- Each instructor at Shred the Gnar Wake School is experienced in driving boats designed for water sports, participating in water sports (some at a professional level), and teaching water sports.
- Our number one priority is making sure everyone has a safe, enjoyable, and educational experience while on the water.
- Prior to beginning any of the water sport activities, we require every participant to complete our Safety and Training Session.

#### Information about the water sport activities offered at Shred the Gnar Wake School:

- All of our water sport activities involve being pulled by or riding behind a boat.
- The boats we use are designed for water sports and can travel at high speeds. How fast a boat goes will depend on the specific rider, skill level, and activity, but during some water sport activities, can reach speeds of **30mph or more**.
- Due to the wake created by our boats or other boat traffic, the possibility exists that you could become airborne (some more advanced participants often seek out this possibility!)
- All of the water sport activities offered involve risk and all can be dangerous. You are riding behind a boat, being pulled by a rope, while laying, kneeling, sitting or standing on an object such as a tube or board. In addition, some of these activities require being strapped to the board (ex.- wakeboarding, water skiing, kneeboarding, etc.).

- As a result, the possibility exists that you may become physically injured by:
  - falling off the board or tube;
  - getting hit by a board or tube;
  - hitting the water;
  - the rope;
  - the boat;
  - other boats;
  - objects in the water;
  - animals or creatures in the water; or
  - a variety of other situations that may or may not be avoidable.

**Other information you should know:**

- All water sport activities offered at Shred the Gnar Wake School require some level of athletic ability and physical fitness.
- All Participants are required to wear a life jacket at all times while participating in a water sport activity.
- All Participants are required to wear a helmet at all times while participating in a water sport activity unless a Helmet Waiver is signed.

**You should ALWAYS:**

- Follow instructions given by an instructor
- Ask if you have questions
- Inform instructors about any physical or psychological limitations that may affect their ability to follow instructions or perform a certain act
- Wait for the instructor's direction before getting into the water
- Let the instructor know if they are uncomfortable when participating in a water sport or with performing a certain act
- Wear sunscreen
- HAVE FUN!

**You should NEVER:**

- Swim under the boat
- Wrap a tow rope around a body part
- Try to ride close to another object in the water
- Use alcohol or drugs before or during any participation in a water sport
- Attempt maneuvers beyond your skill level

**IT IS ALMOST CERTAIN THAT YOU WILL FALL WHILE PARTICIPATING IN WATER SPORTS – IF (AND WHEN) YOU DO:**

- Let go of the tow rope
- Don't panic – your lifejacket will help you surface
- Orient yourself with where you are in the water
- Hold at least one hand high in the air and waive it so you will be easily seen by the instructor and other boaters

After reading the above and completing the Safety and Training Program, if you would like to participate in the water sport activities offered by Shred the Gnar Wake School and its instructors, please read, complete, and sign the following.

**By signing, you are assuming risks, waiving legal rights (including the right to sue), consenting on behalf of your child (if applicable), and agreeing to indemnify certain persons and/or entities.**

I, \_\_\_\_\_, ("Participant") on behalf of myself, my heirs, assigns and next of kin, and in consideration of my participation in these wakeboard, wakesurf, water-ski, tubing or other watersport activities, or lessons, clinics, or competitions involving the same, and the activities reasonably related thereto (collectively, the "Activities") with Shred The Gnar Wake School, Kara Austin, Alexander Nicopoulos or any other staff or driver or other affiliate of Shred The Gnar Wake School (collectively referred to as "STGWS"), acknowledge and agree that:

- 1) My participation in the Activities involves substantial risk, including but not limited to bodily injury such as damage to muscles, bones or ligaments; concussions; paralysis; dismemberment; temporary or permanent disability; and other bodily injury **up to and including death**; as well as loss of or damage to property.
- 2) **I HEREBY KNOWINGLY AND FREELY ASSUME ALL RISKS, known and unknown, related to my participation in the Activities with STGWS, including without limitation those risks described in this Release.**
- 3) **I HEREBY WAIVE ANY AND ALL CLAIMS** that I presently have or that I may have in the future against STGWS, including but not limited to claims of negligence, arising out of or in any way related to my participation in the Activities. I further **RELEASE AND PROMISE TO HOLD HARMLESS STGWS FROM ANY AND ALL LIABILITY** and will not hold, or attempt to hold, STGWS or any affiliate liable for any personal injury to myself or to any other person or for any property damage which results from my or my child's participation in the Activities, whether or not such injury or property damage or loss is the result of the negligence of STGWS or any affiliate.
- 4) I will at all times during my participation in the Activities follow the instructions of STGWS and will further notify STGWS immediately of any personal or property injury of which I become aware.

- 5) I am not currently under the influence of any alcohol or drugs (illicit or prescribed), and will not consume any alcohol or drugs (illicit or prescribed) during my participation in the Activities.
- 6) By signing this Release, I certify that I am in **good health and physical condition**, am **able to swim**, and **do not suffer from any disability which would prevent my participation in the Activities**
- 7) **MEDIA RELEASE.** I hereby grant and convey to STGWS all right, title and interest I may have in any and all photographs, motion pictures, video recordings, or any other recordings made during or about the Activities, and STGWS shall have the right to exploit such recordings throughout the universe, an unlimited number of times, in perpetuity by any and all means and media, now known or hereinafter invented.
- 8) **MEDICAL EMERGENCIES.** I hereby give permission to STGWS to contact emergency services for help, whether or not STGWS have contacted my emergency contract, and give permission to a licensed physician or other licensed medical provider to provide proper treatment, including but not limited to hospitalization, injection, anesthesia and/or surgery. I hereby RELEASE, WAIVE AND FOREVER DISCHARGE STGWS from any and all claims, liabilities, causes of action, damages, demands, judgements, executions, liens and costs whatsoever in law or claims made against medical providers of emergency services under this authorization, or (ii) against STGWS for obtaining emergency medical services for me pursuant to this authorization and waiver.
- 9) This release shall be binding upon and inure to the benefit of all persons or entities mentioned herein and their respective successors, heirs and assigns. This release shall be governed and construed under the laws of North Carolina without regard to any choice of law statute. In the event any provision of this Release shall be deemed unenforceable by a court, the parties hereto shall be bound by the remaining provisions. This Release contains the entire understanding of the parties and no additional promises, guarantees, or claims have been made with respect to the subject matter hereof.
- 10) I received this Release prior to my participation in the Activities, have had ample opportunity to read it, understand its contents, ask questions regarding the potential risks involved, and have received a copy for my own record. I have not been provided any legal advice. If I have questions regarding the legal effect of this Release, I have been advised to consult my own attorney.

**PARTICIPANT SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

If you are under the age of 18, your parent or guardian must execute this form on your behalf.

I, \_\_\_\_\_, certify that I am the parent or legal guardian of the Participant, and hereby enter into this Release on behalf of the Participant and further consent to the Participant's participation in the Activities.

I agree that I will not hold, or attempt to hold, STGWS or any of its affiliates liable for any personal injury to the Participant (including but not limited to the death of the Participant), or to any other person, for any personal injury or property damage which results or arises from the Activities.

**In addition to the provisions above, if despite this Release, the Participant or anyone on behalf of the Participant makes a claim against any person or entity collectively referred to herein as STGWS that is in any way related to or arising out of the Participant's participation in the Activities, I agree to indemnify, save, hold harmless and defend the party or parties against whom a claim is made from any liability, loss, damage, or cost such party or parties may incur, including but not limited to litigation expenses and attorney fees, due to the claim made against such party or parties whether or not the claim is based on the negligence of the party or parties or otherwise.**

PARENT/GUARDIAN SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

---

**PARTICIPANT INFORMATION:**

FULL LEGAL NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Check if you do not want to be occasionally contacted about STGWS offers and promotions.

PRINT Full Name of Emergency Contact: \_\_\_\_\_

Relationship of Emergency Contact: \_\_\_\_\_

Phone number of Contact Person: \_\_\_\_\_