

## WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

This release is entered into as between \_\_\_\_\_  
(Parent/Natural Guardian) as Natural Guardian and/or Parent of \_\_\_\_\_ (Child's  
name), a minor child, and Crew Boosters of Winter Park, Inc., their officers, directors, members,  
employees and representatives this \_\_\_\_\_ (Date).

### **NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN:**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF CREW BOOSTERS OF WINTER PARK, INC. USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE THAT YOUR CHILD MAY BE INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH COULD NOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM CREW BOOSTERS OF WINTER PARK INC. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM AND CREW BOOSTERS OF WINTER PARK, INC. HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

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 and Liability and Indemnity Agreement (Agreement):

I understand and acknowledge that watersports activities have inherent risks and dangers that no amount of care, caution or expertise can eliminate including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life.

I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: Crew Boosters of Winter Park, Inc., their employees, officers, directors, administrators, agents, coaches, instructors, members, other participants, sponsoring agencies all of which are hereinafter referred to as Released Parties, from any and all liability for any and all claims, demands, losses, or damages on account of injury, including death, or damage

to property, caused or alleged to be caused by risks inherent to the watersports activity undertaken by my child.

I further agree that I will not sue or make a claim on behalf of myself or my child against the Released Parties or damages or other losses sustained as a result of my child's participation in the watersports activity.

I further agree to indemnify and hold the Leased Parties harmless from all claims, judgments and costs, including attorney fees, incurred in connection with any action brought as a result of my child's participation in the watersports activity.

This Agreement is specifically intended to comply with Section 744.301 Florida Statute and is intended to operate as a waiver of liability to the fullest extent allowed by law on the date on which it is signed. To the extent that any portion of this Agreement is found to be unenforceable under Florida law, only that portion of the Agreement shall be stricken and the remaining portions of the Agreement shall be enforced.

BY EXECUTING THIS AGREEMENT, I REPRESENT THAT I HAVE READ THE ABOVE SECTION TITLED "NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN" AND THAT I UNDERSTAND THE CONTENTS OF THIS AGREEMENT AND THAT I SIGN IT OF MY OWN FREE WILL ON BEHALF OF MYSELF AND MY MINOR CHILD.

\_\_\_\_\_  
SIGNATURE OF NATURAL GUARDIAN/ PARENT ON  
BEHALF OF \_\_\_\_\_, A MINOR

\_\_\_\_\_  
DATE