

# PLEASE READ!!

## New forms for 2008

\*All forms are **bolded**.

Starting in 2008 all members will be required to sign an **Annual Membership Waiver** as a part of the membership renewal process. In addition to this policy, please review the following information and relay it to the appropriate people.

### Chief Registrar

The Participant Waiver forms are now separate from the Tournament Entry Forms. Each participant must sign a **Participant Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement** as part of the registration process for all USA Water Ski sanctioned events other than practices. The **Annual Membership Waiver** form signed once per season will be sufficient for Active Members participating in sanctioned practices. Guest members must sign an Event Waiver Form at each practice. There are two separate waivers: An **Adult (18+) Event Waiver** and a **Minor Event Waiver** that must be signed by a parent/legal guardian. It is the LOC's responsibility to retain possession of all waivers. The Adult waiver forms should be kept for at least 6 years depending upon the state, while the Minor waiver forms need to be kept until the minors reach the age of 24 in some states (Age 18 plus 6 years). The statute of limitations does not begin until minors reach age 18. The waiver forms are useless unless they are able to be produced at the time a claim is brought.

### Chief Safety

Please read the **Medical Claim Filing Procedures** very carefully to ensure you are completing the following new forms correctly and sending them to the appropriate people.

The **Incident Report Form** should be completed by the on-site Safety/Club Official or Event Organizer at the time of an accident, injury or other incident during a USA Water Ski sanctioned event. The **Participant Accident Medical Claim Form** should be completed by the injured party anytime medical treatment is required as a result of an injury. When completed, both the *Incident Report Form* and the *Participant Accident Medical Claim Form* should be sent to the American Specialty Insurance & Risk Services, Inc. for which the address is provided on both forms. Do **NOT** return these forms to USA Water Ski.



Adult Waiver
PARTICIPANT WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
(Minor Waiver on Reverse Side)

Event Name: \_\_\_\_\_

Event Date(s): \_\_\_\_\_

Event Location: \_\_\_\_\_

Sanction #: \_\_\_\_\_

For and in consideration of USA Water Ski, Inc. ("USA Water Ski") allowing me, the undersigned, to participate in the USA Water Ski sanctioned tournament, clinic, show, exhibition, race, competition, practice or other event described above (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, 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); the 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



Minor Waiver
PARTICIPANT WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
(Adult Waiver on Reverse Side)

Event Name: \_\_\_\_\_

Event Date(s): \_\_\_\_\_

Event Location: \_\_\_\_\_

Sanction #: \_\_\_\_\_

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 the USA Water Ski sanctioned tournament, clinic, show, exhibition, race, competition, practice or other event described above (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");

- 5. 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.
6. 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, 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 my participation in any Event.
7. 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.
8. 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); the 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, I, 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

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

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_
Date Signed