

# Ultimate Watersports Release Agreement

*Please print clearly*

HOW DID YOU HEAR ABOUT US? \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ E-Mail: \_\_\_\_\_

**\*\*NAME AND PHONE NUMBER OF PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY:**

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

### NOTE TO THE PARTICIPANT

Participation in any water sport exposes the participant to certain risks and dangers. Accidents and injuries (superficial to fatal) resulting from the forces of Mother Nature, other boaters (both power and sail), malfunctioning equipment, unseen obstacles, fatigue, and your own misjudgment are a very real possibility.

Ultimate Watersports considers safety to be its utmost concern and as such, its staff includes individuals trained in life saving, water safety instruction, C.P.R., and Red Cross First Aid. The nature of these sports, however, makes it impossible to foresee and protect the participant from all conceivable dangers associated with water and water sports. Once the participant leaves the safety of the shore and enters the water, he/she must be prepared to assume all risks associated therewith.

Ultimate Watersports shall be responsible for and shall indemnify and hold Parkside Marina Land Company, Inc. and Conrad's Ruth Villa, LLC and all of their representatives harmless from any damage to property in or about the are and, from any claims, suits, actions, or liabilities arising from injuries to persons, including death, which are caused by any act or omission of Ultimate Watersports or Ultimate Watersports' agents, servants, employees, contractors or invitees.

### AFFIRMATION AND LIABILITY RELEASE

**THE UNDERSIGNED CERTIFY THAT THEY HAVE READ THE FOREGOING PRIOR TO THE SIGNING THEREOF AND AGREE AS FOLLOWS:**

1. I hereby affirm that I have been well advised and thoroughly informed of the inherent dangers of Windsurfing, Kayaking, Stand Up Paddling, Sailing and water sports in general.
2. I hereby agree to indemnify and hold harmless Ultimate Watersports, Parkside Marina Land Company, Inc. and Conrad's Ruth Villa, LLC and all of their representatives from any and all liability for any harm, injury, death, or damages (physical, mental, or monetary), regardless of fault or negligence, which may befall me while participating in this program or while using Ultimate Watersports facilities. This release shall be binding upon my family, heirs, and administrators.
3. The undersigned here by certifies that the PARTICIPANT is a proficient swimmer and agrees for the PARTICIPANT to be tested by Ultimate Watersports staff to determine the PARTICIPANT'S level of swimming proficiency if requested. PARTICIPANT agrees to wear a properly secured PFD at all times while on the water.
4. I hereby agree to heed at all times the advice and instructions of Ultimate Watersports staff and to practice common sense water safety procedures.
5. To the extent provided by State Law, I also freely and voluntarily waive all claims for damages or loss to my person or property, or the person or property of third parties, that my be caused by an act, or failure to act, of Ultimate Watersports, the Parkside Marina Land Company, Inc. and Conrad's Ruth Villa, LLC or its agents and employees, and release the aforementioned organizations from any and all claims.

**I certify that the above is correct to the best of my knowledge:**

Date: \_\_\_/\_\_\_/\_\_\_ Participant: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_ Parent/Guardian: \_\_\_\_\_  
(If under 18)

**Office Use:**

Watercraft: \_\_\_\_\_ Time Out: \_\_\_\_\_ Time In: \_\_\_\_\_ Paid: \_\_\_\_\_