

PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Event Name/Activity Description: Pomona Lake Ski Club Inc. Lessons

Event/Activity Date(s): June 1,8,15,22,29 July 6,13,20,27 August 3,10,17 - 2023

Event/Activity Location: Pomona Lake - Pine Ridge Clubhouse.



For and in consideration of Mark Weber, Lynn Underwood, Matthew Seymour, Jim Stout, Sean Powell("Coach") allowing the minor identified below ("Minor") to participate in the event or activity 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");

1. 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.

2. I understand and acknowledge the risks and dangers associated with the Minor's participation in the Event and the sport of water skiing and related water sport disciplines, including without limitation, the potential for serious bodily injury, sickness and disease, 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 the Minor's participation in any Event.

3. I understand that the Minor is required to be familiar with and to abide by the Rules and Regulations established for the benefit and safety of all participants in the Event 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 disqualify anyone or deny participation in the Event for any reason they deem just and proper in their sole discretion.

4. 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: Pomona Lake Ski Club Inc., Mark Weber, Lynn Underwood, Matthew Seymour, Jim Stout, Sean Powell (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, the Minor, 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.

Name of Minor \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Male \_\_\_ Female \_\_\_

X \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_