

**EXPRESS ASSUMPTION OF RISK, COMPLETE WAIVER AND AGREEMENT NOT TO SUE, AND
INDEMNITY AGREEMENT**

In consideration for the permission to use the Designated Wakesports, Inc. ("OPERATOR") property, equipment, its facilities and services, including any instruction the employees of OPERATOR may provide, or any owned or affiliated facilities (as well as any other persons or entity related thereto) and/or its subsidiaries and affiliates (the "Facilities"), the undersigned ("RENTER"), ***for themselves and any minor children for whom they are the parent, legal guardian, or otherwise responsible person, and for their heirs, assigns and legal representatives,*** hereby expressly agrees to the following waiver and release and makes the following representations:

1. RENTER ACKNOWLEDGES THE INHERENT EXTREME RISKS INVOLVED IN WATER SPORTS ACTIVITIES AND AGREES TO KNOWINGLY AND VOLUNTARILY ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RENTER'S USE OR PRESENCE UPON THE FACILITIES, including, without limitation, the risks of death; bodily injury or property damage incurred while exiting, entering, or being within or around the boat, putting on any and all equipment, actively using any equipment, participating in any and all activities OPERATOR offers such as, but not limited to kneeboarding, tubing, wakeboarding, wake skating, wake surfing, water skiing, slalom skiing, swimming, air chair, touring lakes, para sailing, and all other activities that OPERATOR offers; fire; explosion; the unavailability of emergency medical care; or the negligent or deliberate acts of another person. _____ (Initial)

2. RENTER AGREES TO RELEASE OPERATOR, Pleasure Point Marina, their owners, agents and employees, and the Big Bear Lake Municipal Water District, from, and not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of RENTER'S use of or presence upon the Facilities, ***including without limitation, those based on death, bodily injury, or property damage, whether or not caused by the negligence or other fault of OPERATOR, including strict product liability or any other liability without fault.*** _____ (Initial)

3. RENTER AGREES TO RELEASE OPERATOR, and other parties identified in paragraph 2 and owners of the facilities ("OWNERS") of any and all responsibility to him or her and agrees to indemnify and defend OPERATOR and OWNERS against and hold harmless from any and all claims, causes of action, damages, injuries, judgments, costs or expenses, including attorney fees, which in any way arise out of the use of or presence on the Facilities by any party, including other RENTERS, or by negligent acts of OPERATOR or RENTER. _____ (Initial)

4. RENTER AGREES TO WAIVE THE PROTECTION AFFORDED BY ANY STATUTE OR LAW in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to the claims; material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. _____ (Initial)

5. RENTER AGREES THAT HE/SHE is in good health and has no physical/mental limitations which would affect RENTER'S performance in any and all activities provided by OPERATOR. RENTER agrees to pay attention to the state of any ropes, handles, bindings, boards, skis, fins, and any and all equipment *that RENTER uses*; and to advise staff members if RENTER does any damage or notices damage to the above mentioned equipment. RENTER certifies that he/she understands the rules contained in this document and any verbal instructions that he/she has

received, and any future instruction he/she will receive, and agrees to abide by these rules and instructions.

RENTER

further agrees that if OPERATOR makes specific requests or gives specific instruction that RENTER will abide by these requests and instructions. _____ (Initial)

6. **RENTER AGREES TO PAY FOR ANY AND ALL DAMAGES** to the Facilities caused by RENTER, negligently, willfully, accidentally or otherwise. _____ (Initial)

7. RENTER AGREES THAT he/she will not participate in any events or utilize the facilities if he/she is under the influence of drugs or alcohol, if he/she is pregnant, or there is any other physical condition that may impair his/her ability to understand instructions or to participate without creating risk to others or himself/herself. _____ (Initial)

8. RENTER AGREES THAT IN THE EVENT RENTER experiences any illness or physical complaints whatsoever, or if an injury is sustained of any kind during the course of the RENTER'S activities, **RENTER will notify OPERATOR immediately and before leaving the Facilities.** _____ (Initial)

I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT BY MAKING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS. I DO SO FREELY AND VOLUNTARILY. I FURTHER CERTIFY THAT I AM OF LAWFUL AGE, NOT PREGNANT, AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT; THAT I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL; THAT I HAVE SIGNED THIS AGREEMENT ON MY OWN FREE WILL AND IF I HAVE ANY DOUBTS CONCERNING THE CONTENTS OF THIS AGREEMENT, I WILL CONSULT AN ATTORNEY BEFORE SIGNING IT.

RENTER's signature _____

RENTER's Printed Name _____

Home Phone _____ DOB _____

Today's date _____ Designated Approval _____

APPROVAL OF PARENT/LEGAL GUARDIAN/OTHERWISE RESPONSIBLE PERSON ON BEHALF OF MINOR

I hereby state that I am the parent, legal guardian, or otherwise responsible person of the minor(s) whose name(s) appears below. I have read and understand the agreement and realize the agreement pertains to myself and the other minor(s) listed below for which I am the parent, legal guardian, or otherwise responsible person. I understand the agreement involves releasing valuable legal rights of the minor and myself. I voluntarily consent and agree to the terms and provisions set forth in this release.

Name of Parent/Legal Guardian/Otherwise Responsible Person

Minor's Name Age

Minor's Name Age

Signature of Parent/Legal Guardian/Otherwise Responsible Person

Minor's Name Age