

Convair Waterski Club

2023 Participant Waiver and Release of Liability

Table with 3 columns: First Name, Last Name, Today's Date, Street Address, City, State, Zip, DOB, Phone Number, Email, Age, Emergency Contact Name, Emergency Contact Phone, Relationship.

- 1. The undersigned participant (hereafter referred to as "The Participant") or legal guardian of The Participant understands and acknowledges that the activities of boating, water skiing, wakeboarding, related water sports, beach activities and other events (hereafter referred to as "The Activity") involve risks such as but not limited to risk of physical or psychological injury (including paralysis and death), illness, property damage or economic or emotional loss which might result from The Activity itself, the acts of others or the unavailability of emergency care.
2. The Participant understands that The Activity is potentially hazardous, that equipment failures occur from time to time without warning and that variations in wind and water conditions, boat traffic, submerged obstructions and other hazards exist.
3. In consideration for The Participant being allowed to participate in The Activity and use equipment, on behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue the Convair Waterski Club, the City of San Diego, and their officers, directors, members, volunteers and agents (collectively "Released Parties") from any and all claims, including claims of the Released Parties negligence resulting in any physical or psychological injury (including paralysis and death), illness, property damage or economic or emotional loss The Participant may suffer because of participation in The Activity.
4. The undersigned is responsible for assuring that The Participant has the skills, qualifications, and physical ability to properly participate in The Activity and will comply with all safety related policies. The undersigned agrees that if they have any questions as to what skills, qualifications and physical ability is necessary to properly participate in the activity, they will direct such questions to club representatives.
5. I agree to hold the Release Parties harmless from any and all claims, including attorney's fees or damage to personal property that may occur as a result of participation in The Activity, including travel to, from and during The Activity. If The Participant needs medical treatment, I agree to be financially responsible for any cost incurred as a result of such treatment. I am aware and understand that The Participant should carry their own health insurance.
6. I agree that this document is written to be broad and inclusive as legally permitted by the state of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.
7. EMERGENCY TREATMENT CONSENT: The undersigned hereby gives consent to medical treatment of The Participant in the event of an emergency.

Approval of participant or approval of legal guardian of participant if participant is under 18 years of age: I am The Participant or the legal guardian of The Participant named on this form. I have read and understand the agreement and realize the agreement involves surrendering valuable legal rights. Nevertheless, I agreed to be bound by all terms of this agreement. I also give consent to the participation in water sports and related activities by The Participant.

Sign Here \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_