

Date _____

Cust print name _____

Time out _____

Time due in _____

WAKEBOARD/WATERSKI HOLD-HARMLESS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

“RENTER/PURCHASER” MEANS THE UNDERSIGNED, BEING AT LEAST 18 YEARS OLD, OR THE MINOR USER (UNDER 18) AND THE UNDERSIGNED PARENT OR LEGAL GUARDIAN OF THE MINOR SIGNING ON BEHALF OF HIMSELF/HERSELF AND THE MINOR (HEREINAFTER INDIVIDUALLY AND COLLECTIVELY THE “CONSUMER”). CONSUMER AGREES AND UNDERSTANDS THAT WAKE BOARDING/WATERSKIING (HEREINAFTER THE “ACTIVITY”) CAN BE HAZARDOUS.

Consumer realizes that falls, accidents and collisions occur and injuries may result from engaging in the Activity. Consumer assumes the responsibility of maintaining control and wakeboarding/waterskiing with competent drivers and observers in the boat at all times while engaging in the Activity. Consumer voluntarily agrees to assume all risks including but not limited to: all risks related to water sports, weather, water surface conditions, obstacles, shallows, docks and other obstructions, and other forms of natural or man-made obstacles, collisions with other wakeboarders, waterskiers, boats, and personal watercraft, as well as equipment failure.

In consideration of renting or purchasing the wakeboard/waterski equipment, Consumer agrees to ASSUME ALL RISKS associated with the Activity and agrees to hold harmless, release, defend and indemnify Alpine Ski Center, Inc., Wakeboard Manufacturers or distributors, as well as other manufacturers or distributors of this equipment, their respective owners, officers, directors, agents, employees, representatives, successors, and assigns (hereinafter the “Released Parties”) from all liabilities and/or claims for injury or death to persons or damage to property arising from Consumer’s engagement in the Activity, including those injuries and damages caused by any Released Party’s alleged or actual: 1) negligence or 2) breach of any express or implied warranty. By execution of this Release, the undersigned agrees to indemnify each Released Party for any injuries to the Consumer or to other person(s) or property that Consumer may cause as a result of engaging in the Activity.

In consideration of renting or purchasing the wakeboard equipment, CONSUMER CONTRACTUALLY AGREES TO WEAR A COAST GUARD APPROVED FLOATATION DEVICE at all times while using the wakeboard/waterski equipment. Consumer acknowledges that failure to wear a Coast Guard approved floatation device will increase Consumer’s risk of injury and/or death.

I understand how this wakeboard/water ski system works and I have been fully instructed in its proper use. Any questions I have had about this equipment have been satisfactorily answered. I agree to check this equipment before each use, and I will not use this equipment if any parts are worn, damaged, or missing. I accept for use “as is” the rental equipment and accept full responsibility for the care of the equipment while it is in my possession. I agree to pay full retail value of this rental equipment if it is not returned to Alpine Ski Center in good condition “notwithstanding normal wear and tear.” I agree to return all equipment in a clean condition by the agreed date to avoid additional rental charges and fees.

In consideration of being allowed to rent or purchase the wakeboard or other water ski equipment, CONSUMER CONTRACTUALLY AGREES that all claims shall be GOVERNED BY NAME OF STATE LAW and EXCLUSIVE JURISDICTION shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of North Carolina.

This Release shall be binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall be enforceable. The undersigned parent or legal guardian acknowledges that he/she is also signing this Release on behalf of the minor and that the minor shall be bound by all the terms of this Release. This Release shall be binding upon Consumer’s assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

CONSUMER HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Signature _____

Board/ski _____

PFD(s) _____

Total amt of rental _____

Payment method _____

c.c # _____

Exp _____

Zip _____

Code _____



(cc info will be destroyed nightly)