

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND AGREEMENT TO INDEMNIFY (“RELEASE”)

LET IT BE KNOWN BY ALL THOSE WHO READ THIS RELEASE THAT:

Each of the undersigned individual persons desires to use BlueWater Resort & Casino’s Wakeboard Island wakeboard cableway as a skier, and does so entirely upon his or her own initiative, risk, and responsibility, and is furthermore duly aware of and assumes the possible risks and hazards inherent in the use of the Wakeboard Island wakeboard cableway, which include but are not limited to property damage, bodily injury, physical disability, paralysis, death, and economic loss.

NOW THEREFORE, in consideration for using the Wakeboard Island wakeboard cableway, whether for a fee or not, EACH undersigned person individually and/or as a legal representative acting on behalf of the child/minor or legal ward named in this release, hereby:

1. releases, waives, and discharges Wakeboard Island, BlueWater Resort & Casino, the Colorado River Indian Tribes, or any of their agents, officers, servants, or employees of and from any liability, claims, demands, actions, and causes of action whatsoever, arising from or related to any loss, damage, or injury, including death, associated with the use of the Wakeboard Island wakeboard cableway;
2. fully understands and knowingly assumes the possible risks and hazards inherent in the use of the Wakeboard Island wakeboard cableway, which include but are not limited to property damage, bodily injury, physical disability, paralysis, death, and economic loss;
3. covenants NOT TO SUE Wakeboard Island, BlueWater Resort & Casino, the Colorado River Indian Tribes, or any of their agents, officers, servants, or employees for any loss, damage, or injury, including death, associated with the use of the Wakeboard Island wakeboard cableway; and
4. agrees to indemnify, save, and hold harmless Wakeboard Island, BlueWater Resort & Casino, the Colorado River Indian Tribes, or any of their agents, officers, servants, or employees if any of these named entities or persons is sued by a third party for any cause of action arising from or related to any loss, damage, or injury, including death, associated with the use of the Wakeboard Island wakeboard cableway,

WHETHER OR NOT SAID LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, IS CAUSED BY THE NEGLIGENCE OF PERSONNEL ASSOCIATED WITH WAKEBOARD ISLAND OR BLUEWATER RESORT & CASINO; BY THE FAILURE OF THE EQUIPMENT, MACHINE, KNEEBOARDS, WATERSKIS, WAKEBOARDS, WAKESKATES, SLALOM SKI, TRICK SKI, KICKERS, SLIDERS, OBSTACLES, TOWERS, ROPES, PADDLE BOARDS, DOCKS, ROCKS, LAND, OTHER STRUCTURES AND DEVICES, OR OTHER EQUIPMENT; OR THE NEGLIGENCE OR INTENTIONAL ACTS OF OTHER PERSONS.

This Release shall be binding upon the spouse, heirs, next of kin, executors, and administrators of each of the undersigned persons.

In signing this Release, each undersigned person acknowledges and represents: that s/he has read this Release in its entirety, understands its meaning and extent, and signs it voluntarily and knowingly while not under the influence of alcohol or drugs; that he/she is at least eighteen (18) years of age and is of sound mind at the time s/he signs this Release; that s/he agrees to follow any and all instructions of Wakeboard Island Personnel while using the Wakeboard Island wakeboard cableway; that s/he is in good physical health and not suffering from any physical disability that may impair his/her ability to both use the wakeboard cableway and swim; and, if signing in a representative capacity, that s/he has the legal authority to sign in such a capacity for the child/minor or ward named on this Release.

Must Be Signed and Notarized. Fax to: (928) 669-5910

FOR PARTICIPANTS BETWEEN THE AGES OF 12 & 17 (PARENT/GUARDIAN OFF-SITE)

I, _____, certify that I signed the Wakeboard Island Release
(printed full name of parent/guardian)
of Liability form on _____ for my child or ward, _____ to
(date) (name of skier)
use the Wakeboard Island wakeboard cableway.

By initialing one of the boxes below and signing this form, I instruct Wakeboard Island: (INITIAL ONE BOX ONLY)

To keep this short form on file in order to reconfirm and extend the applicability of the release form I've already signed for child or ward to use the Wakeboard Island wakeboard cableway at any time, until I give written notice otherwise.

To reconfirm and extended the applicability of the liability release form I've already signed for my child or ward to use the Wakeboard Island wakeboard cableway on _____.
(specify date(s) here)

Participants Signature Date of Birth

Signature of Parent Date Notary Public Date
Telephone: _____ Address: _____

Emergency Contact Telephone

Now on this ___ day of _____, 2013, _____, known to me
to be the Parent/Guardian named in the foregoing document, personally appeared before me, a Notary Public,
on the day, month, and year written above.

Notary Public