

WATERSKI ATLANTA

THIS IS A RELEASE

INSTRUCTIONS:

- 1) Applicants age 18 and over, complete Part "A" only;
- 2) Applicants under age 18 must have parent or guardian complete Part "A" and "B."

PART "A" --- WAIVER & RELEASE FROM LIABILITY

In consideration of being permitted to enter any Common Areas of Lake Frances and WaterSki Atlanta for the purpose of water skiing, boating, or any related activity, EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin (collectively, the "Releasor") acknowledges, agrees, and represents that he/she has, or will immediately upon entering any of such areas, and will continuously thereafter, inspect all such areas and portions thereof in which he/she enters and within which he/she comes in contact, and he/she does further warrant that his/her entry upon such areas and his/her participation, if any, in any such activities constitutes an acknowledgment that he/she has inspected such area and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if any time he/she is in or about areas and he/she feels anything to be unsafe he/she will immediately advise an official of the WaterSki Atlanta Ski Club and will immediately leave the area(s).

1. **RELEASOR HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the Association of Black Cardiologists, nor it's Executive Directors, nor it's Officers of the Board, nor any of it's members, employees and agents as well as not to sue WaterSki Atlanta Ski Club nor it's directors, nor it's officers, nor any of it's members (collectively "Releasees") and will release from all liability to Releasor for any and all damage and any claim or demands therefore on account of injury to person or property or resulting in death of Releasor, whether caused by the negligence of the Releasees or otherwise while the undersigned is in or upon the Common Areas.
2. **RELEASOR HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees, each of them, from any loss, liability, damage, or cost that may be incurred due to the presence of Releasor in or upon the Common Areas or in any way using said facilities for any purpose.
3. **RELEASOR HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE** due to the negligence of the Releasees or otherwise while in or upon the Common Areas and/or while using said facilities for any purpose.
4. **RELASOR EXPRESSLY ACKNOWLEDGES AND AGREES** that activities in the Common Areas are dangerous and involve the risk of serious injury and/or death and/or property damage. Releasor further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Georgia, and that if any portion thereof is invalid, it is agree that the balance shall notwithstanding continue in full legal force and effect.

RELEASOR HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

SIGNED BY : _____
(Signature) (Mailing/Street Address)

(Print Name) (City, State, Zip)

DATED: _____
(Phone)

PART "B" --- PARENT/GUARDIAN WAIVER & RELEASE FROM LIABILITY: (If the applicant is under 18 years of age, the parent(s) or guardian(s) must execute, in addition to the above , this following waiver):

The undersigned referred to as the parent , natural guardian, or legal guardian of _____, does hereby represent that he/she is, in fact, the legally authorized to act in such capacity and is acting in such capacity to agree to save and hold harmless and indemnify each and all of the parties, herein referred to above as Releasees, from all liability, loss, cost, claim, or damage whatsoever as may be imposed upon said Releasees because of any defect in or lack of such capacity to so act and release said Releasees on behalf of the undersigned.

SIGNED BY: _____
(Parent/Guardian's Signature) (Print Minor(s) Name(s))

(Print Parent/Guardian's Name) (Relationship to Minor(s))

DATED: _____