



ATHLETE MEMBERSHIP, LIABILITY AND MEDIA RELEASE

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| Pro/Outlaw Amateur/Masters/Juniors | ANNUAL MEMBERSHIP: Entitles the Athlete to participate in CWSA affiliated Events through December 31 of the current calendar year. Includes WRS ranking and publication in the CWSA World Ranking System together with \$25,000 annual accidental injury coverage during event participation and other benefits as set forth on our website. |
| Pro/Outlaw Amateur/Masters/Juniors | SINGLE EVENT MEMBERSHIP: Entitles the Athlete to participate in ONE CWSA affiliated Event during the current calendar year. Includes ranking and publication in the CWSA World Ranking System together with \$25,000 annual accidental injury coverage during the event participation, and other benefits as set forth on our website. |
| Longboard Wakeboard Water Ski | GUEST MEMBERSHIP: Entitles the Athlete to participate in ONE CWSA affiliated Event during the current calendar year. Includes \$25,000 annual accidental injury coverage during the event participation, and other benefits as set forth on our website. |

Participant Name: _____

Is Participant under the age of 18 years? Yes No **If yes, this form must also be signed by a parent or legal guardian.**

Participant Address: _____

City: _____ **State** _____ **Country:** _____ **Zip/Postal Code:** _____

Participant Date of Birth (MM/DD/YYYY): _____ **Phone:** _____ **Email:** _____

Style: Surf Skim Both **Participant Nationality:**

Event Name: _____ **Event Date:** _____

ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

In consideration of Participant (or the Minor Participant for whom the parent or legal guardian is signing) being allowed to participate in any way in any athletic/sport program, event, competition, clinic, or tournament, and related events and activities (hereafter referred as the "Event") that is conducted by any EVENT ORGANIZER or PROMOTER in association with, or affiliated with, the COMPETITIVE WAKE SURF ASSOCIATION, INC., and/or CWSA EVENTS, LLC (hereinafter collectively known as the "CWSA"), including but not limited to any other such CWSA related or affiliated Events, Participant hereby, for himself/herself, his/hers heirs, and successors and, if applicable, for the Minor Participant for whom a parent or legal guardian is signing does:

(1) Agree that prior to participating, Participant will inspect the facilities and equipment to be used, including Participants own equipment, and if Participant believes anything is unsafe, Participant will immediately advise his/her coach or supervisor, the CWSA, the Event Organizer or Promoter, and the athletic/sport program, event, competition, clinic or tournament official, in writing, of such condition(s) and refuse to participate;

(2) Acknowledge and fully understand that Participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from Participants' own actions, inactions or negligence, and also from the action, inaction or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, that there may be other risks not known to the CWSA or the Event Organizer or Promoter and not reasonably foreseeable at this time;

(3) Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death;

(4) Release, waive, discharge, covenant not to sue and agree to indemnify, hold harmless and defend CWSA, its affiliated clubs or affiliated organizations, their respective administrators, directors, agents, coaches, and employees, other participants, sponsoring agencies, sponsors, advertisers, the national governing bodies of participating divisions and tournaments, the tournament officials, the Event Organizer or Promoter and, if applicable, owners and leasees of premises used to conduct the Event, all of which are hereinafter referred to as "releasees", from any and all liability to Participant, his or her heirs, relatives and next friends for any and all claims, demands, losses or damages on account of injury to person, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise;

(5) authorize CWSA and/or the specific Event Organizer or Promoter, their agents, officers, and/or employees to seek, on Participant's behalf all reasonable medical and surgical care that might be necessary if Participant is unable to authorize such care himself/herself as a result of an injury;

Consent to Use Likeness and Name for Promotional Purposes

(6) Grant to CWSA, the Event Organizer or Promoter the non-exclusive right to use Participant's name or likeness in any photographs, video, television or motion pictures taken of Participant during the Event, for commercial purposes of promoting the Event, the CWSA, by broadcast, news reporting, and other promotion using internet based social media and other internet and broadcast media outlets. This right to use under this sub-paragraph shall NOT terminate and CWSA, the Event Organizer or Promoter may continue to use media of Event coverage containing participant's likeness and name;

Other Provisions

(7) Agree that the specific Event Organizer or Promoter(s) have the right to control or prohibit advertising material used, worn, or displayed by me at the site during the Event. Participant, or the minor for whom a parent or guardians signing, further understands CWSA and any specific Event Organizer or Promoter reserves the right to disqualify Participant and to refuse to allow Participant to compete in an Event for any reason that CWSA or a specific Event Organizer or Promoter deems just and proper, and in such event Participant will be entitled to the return of his/her entry fee for that Event as his/her sole and exclusive remedy.

(8) The Undersigned further agrees and understands: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Florida, and the exclusive jurisdiction and venue for any claim arising out of this Agreement shall be the state courts located in Orange County, Florida, and Undersigned expressly agree and consent to jurisdiction in said courts; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) the Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Undersigned that this agreement shall be binding upon the assignees, subrogors, heirs, next of kin, executors and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THE FOREGOING AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING IMPORTANT LEGAL RIGHTS THAT OTHERWISE MAY EXIST

Signature of Participant: _____ Date: _____
AND

Signature of Parent or Legal Guardian (for Minor Participant only) _____
Name of Parent or Legal Guardian _____ Date: _____

No Participant will be permitted to participate/compete/ride in any Event unless Participant (and a parent or legal guardian, in the case of a Minor Participant) has signed this document.