

# Carolina Waterski School Inc. @ Trophy Lakes

## WAIVER, HOLD HARMLESS, INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT COUNTY OF CHARLESTON, CITY OF CHARLESTON, STATE OF SOUTH CAROLINA

For and in consideration of the mutual covenants herein and for other valuable consideration, the receipt and sufficiency of which is acknowledged by Trophy Lakes, Inc. and Trophy Lakes, Inc. and signed participant, agree as follows:

- 1) Trophy Lakes, Inc. and Carolina Waterski School Inc. @ Trophy Lakes agree to permit the participant to use its property containing a lake known as Trophy Lakes, located on Johns Island, County of Charleston, City of Charleston, South Carolina (hereto referred to as the premises) for the purpose of waterskiing, wakeboarding, and other related watersports and amateur athletic activities.
- 2) The participant agrees that he or she understands and appreciates the inherent danger and risks of serious bodily injury, death, paralysis, included, but not limited to, extreme physical and mental stress from skiing or being towed at waterspeeds which may exceed 50 mph, extreme physical stress related to trick skiing and wakeboarding which may involve placing a tow rope on the foot, completing aerial maneuvers, and not wearing a US Coast Guard approved flotation device; extreme physical stress while waterski jumping, which involves sudden impacts of great force upon the ramp and water surface at speeds which may exceed 60 mph; the possibility of striking natural or man-made objects in the water including other persons; as well as the risk of serious bodily injury, death, dismemberment, or paralysis resulting from propeller injuries, equipment-related injuries, or impacts with hard objects on shore. As a result of the understanding and appreciation of the great risks involved with the activities, the participant agrees to assume and represents to Trophy Lakes, Inc. and Carolina Waterski School Inc. @ Trophy Lakes that he or she assumes and bears full responsibility for any bodily injury or property damage resulting from or related to his or her activities.
- 3) The participant agrees that it is the participants sole obligation to purchase an to keep in full force medical, accidental, and/or other insurance coverage covering personal injuries or property damage which may result from the participant's activities on the premises, and agrees that no claims of any nature will become made against Trophy Lakes, Inc., Carolina Waterski School Inc. @ Trophy Lakes, its employees, agents, insurers, successors, or assigns.
- 4) The participant represents and certifies to Trophy Lakes, Inc. and Carolina Waterski School Inc. @ Trophy Lakes that he or she has the requisite skill, training, physical strength and conditioning, knowledge, and familiarity with the premises to undertake the activities in which the participant will be engaged, and upon inspection of the facilities and equipment to be used, will immediately report any unsafe or defective condition therein, and will refrain from participating in any activity which will or may adversely be affected by such facilities or equipment.
- 5) The participant acknowledges and fully understands that he or she will be engaged in activities that involve great risks of serious personal injuries, including permanent disability and death, and that severe social and economic loss which may result from the actions or inactions of the participant and others, from the condition of the premises, facilities, the equipment used, or from other unseen risks, including acts of God, and the participant agrees to fully assume all the consequences of such risks.
- 6) The participant hereby waives liability on the part of, discharges and conveyances not to sue, or to execute upon any judgment against, and releases Trophy Lakes, Inc., and Carolina Waterski School Inc. @ Trophy Lakes, its agents, servants, insurers, representatives, heirs, assigns, trustees, officers, directors, successors, predecessors, stock holders, and employees from any and all liability, loss costs, expenses, including costs and attorney's fees, damages, claims of damages, causes of action, and claims which arise or may arise from the participant's activities on the premises or otherwise, and specifically agrees to hold Trophy Lakes, Inc. and Carolina Waterski School Inc. @ Trophy Lakes and the aforementioned parties harmless for any and all liability from negligence, acts, or omissions of Trophy Lakes, Inc. and Carolina Waterski School Inc. @ Trophy Lakes.
- 7) The participant hereby acknowledges that he or she is eighteen (18) years old or older, and under no disability either mental or physical or in the alternative that he or she is a minor, the signature of the parent or guardian hereon shall serve the same for and effect.
- 8) It is the intent of the parties hereto that the participant shall be solely responsible for his or her injuries and damage to the participant's personal property and equipment, regardless of cause or legality of fault of Trophy Lakes, Inc. and Carolina Waterski School Inc. @ Trophy Lakes.

I/WE HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND THAT I/WE ARE GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND HAVE SIGNED THIS AGREEMENT VOLUNTARILY.

**Participant Name (Print):** \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_  
(Parent or Guardian if minor)

**Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_

