



MINOR RELEASE, WAIVER AND INDEMNITY AGREEMENT 2024 ROOTS TOUR

PARTICIPANT INFORMATION:

FIRST NAME: _____ LAST NAME: _____

DATE OF BIRTH: _____ GENDER: _____ PHONE NUMBER: _____

Name of Event: Performance Ski & Surf Roots Tour

Event Date: May 19, 2024

Activity: Wakeboarding & Wake Surf Competition, and many other activities at or in conjunction with the Event.

Event Manager: Bill Porter

I, on behalf of my natural child/ward named below who is a minor (Minor Participant), have requested the opportunity for Minor Participant to participate in the Performance Ski & Surf 2024 Roots Tour, which is a series of wakeboarding & wake surfing competitions involving wakeboarding & wake surfing towed by a boat or cable (hereinafter referred to as the "Activity"). In consideration of Minor Participant being allowed to participate in the "Activity" on an ongoing basis, I expressly and freely agree as follows:

_____ 1. I certify that I am the parent/natural guardian of Minor Participant and have the legal capacity to enter into this agreement on his/her behalf.

_____ 2. I represent that Minor Participant is in good health and does not have any health or physical impairments or conditions, including but not limited to back and neck problems, history of heart conditions and/or seizures, or mental impairments such as anxiety or phobias that would or should prevent him/her from participating in the "Activity." I understand that there are inherent risks involved in the "Activity," and that Minor Participant could suffer scrapes, cuts or bruises, and/or more serious injuries or illnesses including but not limited to organ, spinal cord, ligament, disc, muscle, bone and head injuries. I, individually and on behalf of Minor Participant, agree to assume all risks, known and unknown, of serious personal injuries, personal injuries, including death to Minor Participant and/or property damage resulting from or in any way connected with Minor Participant's attendance at or participation in the "Activity."

_____ 3. I, individually and on behalf of Minor Participant, agree to release Performance Ski & Surf of Orlando, Inc., Mastercraft Boat Company, Square One Distribution Christmas Florida Property LLC, and their owners, affiliates, employees or agents (the "Released Parties") from any and all claims, losses, demands, damages, expenses, lawsuits, causes of action and judgments, whether foreseen or unforeseen, known or unknown, present or future, resulting from, arising out of or in any way connected with Minor Participant's participation in the "Activity", including but not limited to, any claims for personal injuries, including death and/or damage to or loss of personal property, if or Minor Participant may have, whether caused in whole or in part by the negligence, strict liability or other fault of the "Released Parties."

_____ 4. I agree to defend, indemnify and hold each of the "Released Parties" harmless from and against any and all liabilities, claims actions, damages, costs, or expenses of any nature arising out of or in any way connected with my child's or ward's participation in the "Activity" including, but not limited to, all attorneys' fees and costs up through and including any appeal (collectively, "Claims"). I understand and agree that this indemnity includes any "Claims" based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me or my child or ward either before, during or after participation in the "Activity." I agree that I am not relying on the "Released Parties" to have arranged for, or carry, any insurance of any kind for my benefit or that of my child or ward relative to my child's or ward's participation in the "Activity" and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my child's or ward's participation in the "Activity," at my own expense.

_____ 5. In connection with any injury sustained or illness or medical conditions experienced during my child's attendance in connection with the "Activity," I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by attending medical personnel if I am not able to act on my child's behalf. Additionally, I authorize medical treatment for my child, at my cost, if the need arises; however, I acknowledge that the "Released Parties" shall have no duty, obligation or liability arising out of the provision of, or failure to provide medical treatment.

_____ 6. Publicity Rights: I further grant the Released Parties the right to photograph and/or videotape me and my child or ward and further to display, use and/or otherwise exploit my or my child's or ward's name, face, likeness, voice, and appearance forever and throughout the world, in all media, whether now known or hereafter devised, throughout the universe in perpetuity (including without limitation, in online webcasts, internet, television, motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, including, without limitation, publication of Event results and standings, without compensation, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the "Released Parties" for any Claims associated with such grant and right to sue. The "Released Parties" are, however, under no obligation to exercise any rights granted herein.

_____ 7. That this Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by law and that if any term or provision of this Release, Waiver and Indemnity Agreement shall be held invalid or unenforceable, the remaining terms of the Release, Waiver and Indemnity Agreement shall not be affected thereby, but shall be valid and enforceable to the fullest extent permitted by law. The invalid provision shall automatically be replaced by a substitute provision which is valid and as nearly as possible maintains the same economic purposes and intention of the invalid provision.

_____ 8. That this Release, Waiver and Indemnity Agreement shall be governed by the substantive provisions of Florida law, without reference to its principles of conflicts of law. Any claim or lawsuit brought to enforce the terms of this agreement shall be brought in federal court in the district in which Orange County is located or in the absence of federal court jurisdiction, in a state court of competent jurisdiction in Orange County, Florida.

_____ 9. That this Release, Waiver and Indemnity Agreement shall be binding upon Minor Participant, his/her family members including but not limited to me, as well as his/her legal representatives, personal representatives, successors, heirs, next of kin, executors, administrators, insurers and employers.

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN PURSUANT TO
FLORIDA STATUTE §744.301(3)**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF PERFORMANCE SKI & SURF OF ORLANDO, INC., MASTERCRAFT BOAT COMPANY, SQUARE ONE DISTRIBUTION, CHRISTMAS FLORIDA PROPERTY LLC, AND THEIR OWNERS, AFFILIATES, EMPLOYEES OR AGENTS USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM PERFORMANCE SKI & SURF OF ORLANDO, INC., MASTERCRAFT BOAT COMPANY, SQUARE ONE DISTRIBUTION, CHRISTMAS FLORIDA PROPERTY LLC AND THEIR OWNERS, AFFILIATES, EMPLOYEES OR AGENTS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND PERFORMANCE SKI & SURF OF ORLANDO, INC., MASTERCRAFT BOAT COMPANY, SQUARE ONE DISTRIBUTION, CHRISTMAS FLORIDA PROPERTY LLC AND THEIR OWNERS, AFFILIATES, EMPLOYEES OR AGENTS HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I AM OF AT LEAST 18 YEARS OF AGE AND AM OF SOUND MIND. I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE, WAIVER AND INDEMNITY AGREEMENT AND ACCEPT AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY ON BEHALF OF MYSELF AND MY CHILD/WARD.

Signature of Parent/Guardian: _____ Date: _____

Printed Name of Parent/Guardian: _____

Printed Name of Minor Participant: _____

Address: _____

City: _____ State: _____ Zip: _____

Email / _____ Phone _____