

AQASPORTS, LLC
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I, the undersigned, _____, hereinafter referred to as "TRAINEE", hereby agree, certify and promise as follows:

I understand and appreciate the inherent risk and danger of SERIOUS BODILY INJURY, POSSIBLE DEATH and PROPERTY DAMAGE that exists while waterskiing and/or participating in other related recreational water sports activities such as slalom skiing, wake-boarding, tubing, trick-skiing, jumping, bare-footing, hydro-sliding, wake-surfing or any other activity. Such risks and dangers of SERIOUS BODILY INJURY, POSSIBLE DEATH and PROPERTY DAMAGE, include, but are in no way limited to:

1. Striking submerged, floating or fixed objects, including the jump ramp, lake bottom, shoreline, docks and the risk of striking and/or being struck by a tow-boat or other boat.
2. Equipment failure, whether personal property or supplied by others.
3. Danger of being struck by a ski handle and/or rope while riding in tow boats as an observer or passenger.
4. Danger presented by boarding and un-boarding boats.
5. Danger presented by usage of all docks, boat ramps and shoreline.
6. Exposure to inclement weather, including lightning.
7. Exposure to extreme physical stress while waterskiing and participating in related water sports activities.

TRAINEE agrees to assume and accept any and ALL RISK OF PERSONAL INJURY, POSSIBLE DEATH and PROPERTY DAMAGE, including but not limited to the risks stated above, that occur or arise as a result of participating in the activity of waterskiing and/or any other related water sports activity with AQASPORTS, LLC., at The Greater Miami Ski Club.

TRAINEE also accepts all responsibility for any PHYSICAL INJURY, POSSIBLE DEATH or PROPERTY DAMAGE, that may occur at or on any premises used in connection with AQASPORTS, LLC., and The Greater Miami Ski Club. This includes the lake, real property and improvements thereon located at 1780 and 1580 N.W. 94th Avenue, Miami, Florida.

For good and valuable consideration received, including the services of AQASPORTS, LLC., and the use of The Greater Miami Ski Club's facilities, lake, land and improvements, TRAINEE with the intent of binding himself/herself, his/her spouse, heirs, legal representatives and assigns, hereby expressly knowing and voluntarily waives any and all claims or causes of action, including those based on negligence, which he/she may now or hereafter have against AQASPORTS, LLC., and; The Greater Miami Ski Club; John Karnes Trust; Group II Land Trust; The Land Trust; The Borg, Inc.; and any and all employees, directors, officers, members, beneficial shareholders, agents or assigns of any of the foregoing.

TRAINEE further agrees to indemnify and hold AQASPORTS, LLC., The Greater Miami Ski Club, John Karnes Trust; Group II Land Trust; The Borg, Inc., and the employees, officers, directors, beneficial shareholders, members, agents and assigns of any of the foregoing, harmless against any and all claims, including those based on negligence, resulting from injuries or damages.

TRAINEE has read this entire agreement, understands its meaning and consequences, is signing it freely and voluntarily and agrees to each provision.

Date

TRAINEE Signature

Minors - I consent to minor participating in waterskiing and other recreational activities as described above. I further agree to minor's assumption of the risks and dangers also described above, which I have fully read and understand.

Date

Parent or Guardian Signature

Minor's Name