

Participation Agreement, Indemnification Clause, & Liability Waiver

The activities of Kiteboarding and Wakeboarding are risky. Although many before you have participated unscathed, severe injury or death is possible. This document affects your legal rights. You must read and understand it before initialing and signing it.

The Slider Project Representative:

Participants Name: _____

Date of Birth: _____ Age: _____

Sex: .M .F

If under age 18, Name of Parent or /Guardian: _____

(If Participant is under age 18, Parent must sign in front of a representative of The Slider Project or form must be notarized.)

Home Phone: _____

Mobile Phone: _____

Emergency Contact: _____

Emergency Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Insurance Carrier: _____

Policy # _____

ACTIVITIES PARTICIPANT MAY TAKE PART IN: Wakeboarding; Wakeskating; Kiteboarding; and Spectating.

I, the above-named person being eighteen or older in age, or the parent or legal guardian of the above-named Participant who is under age 18, in consideration of the services provided by The Slider Project LLC. ("TSP"), the rate charged for those services if any, and the right to engage in the Participation Activities as a participant and/or volunteer, hereby acknowledge, agree, promise and covenant with The Slider Project, its partners, agents and employees on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

ACKNOWLEDGMENT OF RISKS: I UNDERSTAND AND ACKNOWLEDGE that the Participation Activities in which I (all references to I, me, myself or my, refer to my minor child if I am signing on behalf of my minor child) am about to voluntarily engage in and bear certain anticipated and unanticipated risks which could result in INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL DAMAGE to myself, to my property or to other parties or their property. These risks include but are in no way limited to the following:

- 1) The risks which are inherent in the activities of Wakeboarding, Wakeskating, Kiteboarding, including but not limited to falling, coming in contact with ramps, curbs, steps, inclines, declines, towers, walls, jumps, sliders, kickers, other structures and devices, other equipment or persons;
- 2) The acts or omissions or negligence in any degree of The Slider Project, or any of its partners, agents, or representatives (collectively the "Released Parties").
- 3) Latent or apparent defects or conditions in equipment or property supplied by The Slider Project or other persons or entities;
- 4) The inherent risks associated with the sports offered at the hood river sandbar which are dangerous and I acknowledge that serious injury and/or death occur.
- 5) My own physical condition and skill level or my own acts or omissions;
- 6) The condition of any ramp, rail, starting dock, obstacle, wall, feature, etc., and accidents connected with their use;

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and the other risks, known or unknown, identified, or unidentified, anticipated or unanticipated may also result in injury (including, but not limited to, paralysis), death, illness, disease or damage to myself or to my property or to other parties and their property.

The Slider Project provides NO Lifeguards, I and my family will swim at our own risk. First aid, emergency treatment or other services rendered by The Slider Project or others;

I agree to inspect all equipment associated with my participation in the Slider Project including my own personal equipment and all other equipment that I will come in contact with including, but not limited to, ramps, rails, and starting docks to insure that they meet my minimum level of safety.

ACCEPTANCE OF RISK AND RESPONSIBILITY: I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE to myself or to my property or other parties and their property arising from my participation in the Participation Activities. My participation in the Participation Activities is purely voluntary; no one is forcing me to participate in spite of the risks.

I agree to inspect all the equipment that will be provided to me which shall include, but not be limited to, the slider, rail slide, and ramp, for defects that could potentially cause damage, injury, or death.

I agree to report all defects that are known to me to the individuals that are in charge of the Slider Project.

I agree to pay for, or repair, any damage that I may cause to the equipment provided to me which shall include, but not limited to, the slider, rail slide, and ramp. The term "damage" used in this paragraph shall NOT include normal wear and tear or other consequences that are associated with the normal use of this equipment.

MEDICAL CARE, PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITIONS: I UNDERSTAND AND ACKNOWLEDGE that no major medical or accident insurance benefits will be provided to me during participation or viewing of, the Participation Activities. I certify that I have sufficient health, accident, and personal liability insurance to cover any bodily injury or property damage that I may incur while participating in the Participation Activities, and to cover bodily injury or property damage caused to another party as a result of my participation in the Participation Activities. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability. I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, disease or disablement, which would or could potentially affect participation in the Participation Activities. I give my consent and permission to The Slider Project and medical personnel to obtain or administer on my behalf or on behalf of my minor child, first aid and emergency medical treatment in case of sickness, accident, injury and to secure medical care at my expense and to make decisions concerning medical care if I am unable to do so or if in the case of my minor child, I am unable to be reached. I give consent for drug testing to be performed in the event of any accident or during the course of any medical care or treatment for myself or my minor child.

_____ (Initial here) I have read and understand this page.

PHOTO & VIDEO RELEASE: I for just and sufficient consideration, receipt of which is hereby acknowledged, hereby irrevocably grant The Slider Project, its successors and partners the right to record my likeness and/or voice on tape, film or digital media, to edit such tape, film or digital media at our discretion; to incorporate the same into video, TV, radio, web or print advertisement or video for The Slider Project; and to use or authorize the use of such tape, film and videotape or any portion thereof in any manner or media at any time through the world in perpetuity and to use my likeness, voice and biographical and other information concerning me in connection therewith including promotion in all media. I hereby release you and anyone using said film, digital image, or other material from any and all claims, damages, liabilities costs and expenses which I now have or may hereafter have by reason of any use thereof.

RELEASE: I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE ANY OF THE RELEASED PARTIES, from or for any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in the Participation Activities, including, but not specifically limited to any and all negligence, fault or strict liability of any of the Released Parties for any and all injury, death, illness or disease, and damage to myself or to my property. I FURTHER, AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY EACH OF THE RELEASED PARTIES from all liability, claims, demands, actions or rights of action, damages, defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to other parties in the course of my participation in the Participation Activities. I FURTHER AGREE, PROMISE AND COVENANT NOT TO USE, ASSERT OR OTHERWISE MAINTAIN ANY CLAIM AGAINST ANY OF THE RELEASED PARTIES, for any injury, death, illness and disease, or damage to myself or to my property, arising from or connected with my participation in this activity or from any claims asserted against me by other parties. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR DIES, OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THE PARTICIPATION ACTIVITIES, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY OF THE RELEASED PARTIES EVEN IF ANY OF THE RELEASED PARTIES NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE. This agreement shall be binding upon the heirs, legal representatives, executors and administrators of the participant and is for the benefit of the Released Parties, TSP and their heirs, successors and assigns.

ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT: I UNDERSTAND AND ACKNOWLEDGE that by initialing and/or signing this document I have given up certain rights and/or possible claims which I might otherwise assert or maintain against the Released Parties, including specifically, but not limited to, rights arising from or claims for the acts or omissions, fault, negligence in any degree of any of the Released Parties. I understand and acknowledge that by signing this document, I HAVE ASSUMED RESPONSIBILITY AND LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by other parties against me as a result of my participation in the Participation Activities.

INDEMNIFICATION: Each of the undersigned individuals wants to use The Slider Project features at the Hood River Sandbar in Hood River, Oregon, and is doing so entirely upon his or her own initiative, risk and responsibility. Furthermore He or she is aware of the risks and hazards inherent upon the use of The Slider Project facilities.

Therefore, in consideration of the use of The Slider Project features with or without charge, each of the undersigned individuals and/or as a representative of and on behalf of his or her spouse, child, or ward, hereby releases, waives, discharges and covenants not to sue The Slider Project, and/or the agents, officers, servants and representatives of all of these partnerships from any liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including fatal injury, associated with the use of The Slider Project facilities and equipment.

RULES AND REGULATIONS: RULES INCLUDE BUT ARE IN NO WAY LIMITED TO THE FOLLOWING

1. Persons may not participate in activities unless they have a signed liability waiver on file with The Slider Project. If a participant is under age 18, their parent or legal guardian must sign this document in the presence of a representative of The Slider Project or a notary public (there are no exceptions to this rule).
2. Participants must engage in Participation Activities in a safe manner at all times and avoid collisions with other persons. You are responsible for your own actions. Always stay in control.
3. Participants may engage in activities in designated areas only.
4. Participants must obey the safety instructions of The Slider Project staff at all times.
5. Participants may only participate in the Participation Activities they have designated on the first page of this agreement.
6. Alcohol may not be consumed prior to or during participation in any sporting activity.
7. No contests of any sort are allowed on The Slider Project Features unless organized and run by The Slider Project staff or other authorized persons.
8. The Slider Project reserves the right to ban anyone from The Slider Project features for any reason.
9. Participants must obey all posted rules.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive and that other rules may apply.

ENTIRE AGREEMENT: I understand that this is the entire agreement between The Slider Project and me, that it is for the benefit of all Released Parties, and that it cannot be modified or changed in any way by the representations or statements of The Slider Project or any representative or agent of The Slider Project or any of the Released Parties or by me. I am at least 18 years of age, of sound mind, and not under the influence of any drugs or alcohol at this time; I agree to follow any and all instructions of The Slider Project including but not limited to the no drug / no alcohol policy while using our sporting features; I am in good health, suffering from no physical disabilities which might impair my capabilities. My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms. If I am the parent or guardian of the Participant, I agree to be bound by the terms and conditions of this agreement and shall be responsible for the actions of the Participant.

AFFIDAVIT OF PARENTAL OR LEGAL GUARDIANSHIP: I, the undersigned, declare that I am the parent of, or the legal guardian of this minor, and have the legal capacity to execute documents on behalf of such minor. I understand that as a condition to participate in activities of The Slider Project, the parent or legal guardian of the minor participant must sign certain legal documents, including but not limited to Waivers, Releases, Acknowledgment of Risks, and related documents. I am signing those documents, freely, without any fraud or duress, and acknowledge that I have read and understand the same. **In the event that it is determined that I am not the parent or legal guardian of the minor, or did not have the legal capacity to execute the documents on behalf of said minor, then I agree to defend and indemnify (See Indemnification Above for details) The Slider Project and all of their agents, representatives, sponsors, partners, officers, directors, and/or affiliated companies/entities, if any litigation is instituted, as a result of any injury or death or claim for damage arising out of, relating to, or in any way connected with, minor's participation in activities facilitated by The Slider Project.

DO NOT Sign this if you do not Understand the contents of the agreement

<p>Participants Signature: _____ Date _____</p> <p>Signature of Parent or /Guardian: Date _____</p> <p>(Must be signed in front of TSP employee or form must be notarized.)</p>	<p>(Only Fill this side in if not in presence of a TSP Employee, Notary Stamp may go anywhere.)</p> <p>Sworn to and subscribed before me on _____ the day _____ of , 20__.</p> <p>Notary Public: _____ Date _____</p> <p>State & County: _____</p>
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