



WAIVER OF RELEASE AND LIABILITY

Please read carefully before signing

In consideration for and as a condition of being allowed to participate at – for recreational purposes, as well as any other purpose(s) – the property in Rhinelander, Wisconsin, at Hodag Park and any other locations Hodag Water Shows, Inc., actively practice, perform, serve and participate, I agree as follows:

1. I fully and finally release the Hodag Water Shows, Inc., their Officers, Board of Directors, Members, Members' family members and guests and all other persons and entities from any liability for any damages or injuries I may suffer in connection with actively participating with Hodag Water Shows, Inc. This release includes all claims and causes of action of any type whatsoever, whether based on statute or common law or otherwise, relating in any way to any property damage or personal injury (including death) I may suffer in connection with my being present, or participating, at/with Hodag Water Shows, Inc., or any activities in which I may engage while actively participating at/with Hodag Water Shows, Inc. Officers, Board of Directors, Members or their family members of guests, personnel, or any other person or entity. I understand that the activities in which I may engage while at Hodag Water Shows, Inc., including but not limited to water skiing, wakeboarding, jumping, bare footing, knee boarding, swimming and boating, involve risks of property damage, personal injury and death, and I consciously intend to waive and release all liability relating to such activities and risks. I understand that these risks include, but are not limited to the following:
 - a. Drowning;
 - b. Being struck by a boat, personal watercraft, automobile, truck or other vehicle;
 - c. Falling into, out of, or within a boat;
 - d. Falling, tripping or being struck while on a dock or on land;
 - e. The fact that the lakes are small and I may waterski, wakeboard, jump, barefoot, or kneeboard very close to shore or obstructions, with the risk that I may strike the shore, the lake bottom, the dock, or an obstruction;
 - f. Striking the bottom of the lake as a result of jumping, diving, swimming or falling into the water;
 - g. Striking the bottom of the lake as a result of falling while waterskiing, wakeboarding, jumping, barefooting, or knee boarding;
 - h. Colliding with the shore or the lake bottom while waterskiing, wakeboarding, jumping, bare footing, or knee boarding;
 - i. Colliding with obstructions such as boats, personal watercraft, docks, rafts, buoys, waterski jumps, islands, or other items in, on, or below the water while waterskiing, wakeboarding, jumping, bare footing, tubing, knee boarding or boating;
 - j. Falling while waterskiing, wakeboarding, jumping, bare footing, or knee boarding;
 - k. Becoming entangled in ropes, weeds, or any other objects, in or out of the water, while waterskiing, wakeboarding, jumping, bare footing, knee boarding, swimming or boating;
 - l. Faulty boat, waterski, wakeboard, kneeboard, boom, or any other equipment; and
 - m. Negligent or otherwise improper operations of boats.
 - n. Suffering personal injury, including death, while practicing dry land rehearsal and execution of waterski skills, athletic skills, or the rehearsal and practicing of waterski show acts, including but not limited to: partner's acts, large group acts, human pyramids, and any multiple person acts.
2. I agree and covenant that I will never assert any claim or lawsuit on any of the claims or matters release in paragraph 1, against the Hodag Water Shows, Inc., or the Members, participants, family members, guests, or any other person or entity. If I do, I will fully indemnify and defend the Hodag Water Shows,

Inc./Members against any such claim or lawsuit, and against any claim brought against the Hodag Water Shows, Inc./Members as a result of any such claim or lawsuit.

3. I authorize the Hodag Water Shows, Inc., to seek, on my behalf, all reasonable medical and surgical care that may be necessary as a result of any injury I sustain while at Hodag Water Shows, Inc., if I am unable to authorize such care for myself.
4. I authorize the physician and hospital staff to treat myself/son/daughter as they deem necessary in the emergency situation. This authorization is valid during the calendar year this document was signed.
5. I grant this release on behalf of myself and my estate, heirs, beneficiaries, personal representatives, agents and successors.
6. If I am signing the release on behalf of a minor, I represent and warrant that I am authorized to do so.
7. I grant to the Hodag Water Shows, Inc., the right to use and reproduce – for any purpose and without compensation to me – any photographs, digital or electronic images, movies, or videos taken of me while at Hodag Water Shows, Inc.

I HAVE READ THIS RELEASE AND UNDERSTAND IT.

I UNDERSTAND THAT BY SIGNING THIS RELEASE I AM GIVING UP VALUABLE RIGHTS.

I AM SIGNING THIS RELEASE VOLUNTARILY.

Applicant (age 18+)

Signature: _____

Printed name: _____

Date: _____

Parent/Guardian Consent (if applicant is under 18)

Signature: _____

Printed name (of Parent or Guardian): _____

Date: _____

Relationship to Minor: _____