

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Ski Fort Myers, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SFM"), I hereby agree to release, indemnify, and discharge SFM, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in jet ski activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** slips and falls; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; collision with fixed or movable objects, vehicles, or other watercraft; boat capsize and entrapment; accidental drowning; water craft are slippery when wet and accidents can occur getting in or out; the forces of nature including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and/or poisonous marine life; musculoskeletal injuries including head, neck, and back injuries; wrist, arm, or shoulder injuries; equipment failure and/or operator error; the negligence of other visitors, participants, or other persons who may be present; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; transmissible pathogen or disease ; Traveling to and from activity locations raises the possibility of any manner of transportation accidents; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, SFM personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) and wetsuit bottom (or clothing that provides equivalent protection) while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SFM from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use SFM's equipment or facilities, **including any such claims which allege negligent acts or omissions of SFM.**
4. Should SFM or anyone acting on their behalf, be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against SFM, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SFM on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at SFM. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ DOB \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

## **PROTECTIVE WETSUIT REFUSAL AGREEMENT**

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Ski Fort Myers (hereinafter collectively referred to as 'SFM'), that we should wear a properly fitted wetsuit bottom, or clothing that provides equivalent protection, while riding or being around personal watercraft (e.g. jet skis, wave runners, etc.) in order to protect against injuries and/or death caused by water from the jet thrust nozzle being forced into the rectum or vagina. I understand that by not wearing a properly fitted wetsuit bottom, or clothing that provides equivalent protection, I will be going against manufacturers' requirements and putting myself at an increased risk for injuries, and against the advice of SFM and numerous court cases I am refusing this critical safety precaution.

**I/we the undersigned have read the foregoing statement carefully before signing and do understand its warnings.**

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Signature of Rider

Date

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Name of minor(s)

Signature of parent, guardian, and or spouse

Date

**Ski Fort Myers**  
**PERPETUAL WAIVER AND RELEASE**  
**(VALID FOR EACH AND EVERY DATE OF PARTICIPATION)**

We want you to have a great experience with us. However, for your protection and ours, you must read and agree to the provisions below before you are authorized to use our facilities and/or services. The different activities that are offered entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. If you are unable or unwilling to sign this Waiver and Release, you are welcome to enjoy yourself by watching others, but we cannot allow you to personally participate in any of our activities or actively use our facilities and/or services.

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**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 Ski Fort Myers USES 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 Ski Fort Myers 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 Ski Fort Myers HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

\_\_\_\_\_ (PRINT YOUR NAME) has read this Waiver and Release and agrees as follows:

1. I recognize and agree that: all risks can never be eliminated, and participating in the activities at **Ski Fort Myers** involves inherent danger and potential risk of both minor and serious, temporary and permanent, bodily injury of any and all kinds, both caused by me and/or by others. In signing this release, I assume all risk for, and financial cost of, any and all injuries, and/or any damage, to my child/children.
2. On behalf of my minor child/children I fully, and forever waive, release and discharge **Ski Fort Myers** and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, affiliated entities, and all other persons, firms, corporations, associations or partnerships claiming by or through them, from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, and exemplary), liability or obligations of any nature or kind, whether known at the time or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with me or my child's activities with or at **Ski Fort Myers** including claims involving their own negligence.

3. I agree to indemnify and hold harmless **Ski Fort Myers** and its individual managers, directors, officers, agents, employees, volunteers, representatives, affiliated entities, and all other persons, corporations, or partnerships claiming by or through them, from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or judgments directly or indirectly arising out of, or relating to, my child's/children's participation in any activities at **Ski Fort Myers**, including for claims alleging **Ski Fort Myers** own negligence.
  
4. I understand that this agreement extends forever into the future and will have full force and legal effect each and every time my child/children visit **Ski Fort Myers** whether at the current location or any other location or facility.

**I have read the Ski Fort Myers Waiver and Release from any Claim of Responsibility or Damage and agree to all conditions.**

Parent Name/Legal Guardian (Print): \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Signature \_\_\_\_\_ Today's date \_\_\_\_\_ (MM/DD/YY)

**NAMES AND BIRTHDATES OF ALL CHILDREN UNDER 18 to be included with your signature**

MINOR NAME #1 \_\_\_\_\_ BIRTHDATE \_\_\_\_\_ RELATION \_\_\_\_\_  
First name, Last name mm/dd/yy

MINOR NAME #2 \_\_\_\_\_ BIRTHDATE \_\_\_\_\_ RELATION \_\_\_\_\_  
First name, Last name mm/dd/yy

MINOR NAME #3 \_\_\_\_\_ BIRTHDATE \_\_\_\_\_ RELATION \_\_\_\_\_  
First name, Last name mm/dd/yy

MINOR NAME #4 \_\_\_\_\_ BIRTHDATE \_\_\_\_\_ RELATION \_\_\_\_\_  
First name, Last name mm/dd/yy