

WAIVER OF LIABILITY for Swerve Watersports Center, LLC and Soggy Bottom Waterski Club

I, the undersigned participant (if 18 years of age or older) or guardian of a participant (if participant is under 18 years of age), desire that participant use the equipment and premises including land, lake, docks, jump, watersports equipment, boat, trampoline, volleyball court and being on the site ("Equipment") and participate in the strenuous physical activities including waterskiing, wakeboarding, jumping, tricking, trampolining, volleyball, disc golf, swimming and any other activities and moving around the site (the "Activities") offered by Swerve Watersports Center, LLC ("Swerve Water Sports") and Soggy Bottom Waterski Club. I acknowledge that execution of this Waiver of Liability is a condition to participation in the Activities and use of the Equipment. In consideration for use of the Equipment and participation in the Activities, I (all references to I, me, myself or my, refer to me and to the minor child if I am signing as guardian to a minor child) hereby acknowledge, agree, promise and covenant with Swerve Water Sports, on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

I have inspected the Equipment and facilities and have determined each to be reasonably suited for participant's use and agree that if, at any time, anything unsafe is observed, notice of such condition will be given immediately to Swerve Water Sports personnel and I or the participant will immediately cease all activities. I agree that I will promptly report any discomfort or signs indicating abnormality or distress and stop any activity that is causing discomfort or distress.

I acknowledge that participant is using such Equipment and participating in such Activities on participant's own desire and where applicable, with participant's guardian's approval (if applicable).

I understand that there are inherent risks of injury in using said Equipment and participating in Activities such as used and offered by Swerve Water Sports including but not limited to, falls, collisions, cuts, bruises, sprains or strains, with resulting damage to bones, joints, ligaments, muscles, head or other body parts and even death. In some cases participants may suffer certain other risks which could include abnormal blood pressure, fainting, disorders of heart rhythm, stroke and in certain instances heart attack, brain damage, drowning or other causes of distress.

I hereby affirm that participant is in good physical condition and does not suffer from any disability or other limitation that would prevent or limit use of the Equipment or participation in Activities offered by Swerve Water Sports.

RELEASE

Understanding the above, to the fullest extent permitted by law, I, on behalf of myself, my heirs, assigns, personal representatives and estate, VOLUNTARILY COVENANT NOT TO SUE AND RELEASE, WAIVE, DISCHARGE AND HOLD HARMLESS Swerve Watersports Center, their respective administrators, partners, directors, agents, boat and PWC manufacturers, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, vendors, and, if applicable, owner and lessors of equipment and premises of which the Activity takes place, (each considered one of the "RELEASES" herein) Swerve Water Sports and each of its administrators, directors, members, managers, employees, agents, manufacturers of equipment, sponsors, vendors, volunteers, other participants, successors and assigns (the "Released Parties") from any liability, claims, demands, actions or rights of action for any DEATH, INJURY, ILLNESS, DISEASE, PHYSICAL OR MENTAL DAMAGE, PROPERTY DAMAGE OR LOSS OR ANY OTHER HARM suffered by me or any of my property during, as a consequence of, or in any way related to using the Equipment and/or participating in the Activities offered by Swerve Water Sports including, but not limited to, any injury or harm suffered as a result of

negligence or acts or omissions(either pre-injury or post-injury) of any of the Released Parties or any defect in or damage to any of the Equipment, property or facilities of or supplied by Swerve Water Sports.

IN SIGNING THIS DOCUMENT, I RECOGNIZE THAT IF ANYONE IS HURT OR DIES, OR PROPERTY IS DAMAGED WHILE I AM USING THE EQUIPMENT OR PARTICIPATING IN THE ACTIVITIES, I WILL HAVE NO RIGHT TO FILE A LAWSUIT OR MAKE A CLAIM AGAINST ANY OF THE RELEASED PARTIES EVEN IF ANY OF THE RELEASED PARTIES NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.

INDEMNIFICATION

I AGREE TO HOLD HARMLESS AND TO INDEMNIFY EACH OF THE RELEASED PARTIES from all liability, claims, demands, actions or rights or action, damages, defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury, death, or property damage which I may negligently, intentionally, or unintentionally cause to any property or to other parties in the course of my use of the Premises, Equipment or participation in the Activities. I have carefully read and fully understand the foregoing. I have had an opportunity to ask any questions about the Equipment used and Activities offered by Swerve Water Sports and the meaning of this waiver. All of such questions have been answered. I agree to all of the foregoing with the intent to be legally bound on behalf of myself, the participant (if signed by a guardian), and the spouse or other relatives of myself and/or participant, if any, and to the extent that I am able to do so, any heirs, executors, administrators and assigns. It is intended that if any portion hereof is held invalid, the remainder shall remain in full force and effect.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

MINOR RELEASE

AND I, THE ABOVE LISTED MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE, CARE, AND INNATE REQUIREMENTS OF PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNITY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

MEDICAL RELEASE: In the event that I am unconscious or otherwise unable to make medical decisions in an emergency, I hereby give permission for medical treatment, and related transportation, to any licensed physician, surgeon, clinic, hospital, or ambulance service to secure proper treatment and to order anesthesia for myself as named below.

I am allergic to the following medications and foods (PLEASE LIST):

Participant's Printed Name:

Age (if under 18) _____

Skill Level of Rider: (Circle One) Beginner Intermediate Advanced

Participant's Printed Name: _____

Participant's Signature: _____

Date: _____

Guardian's Printed Name: _____

Guardian's Signature: _____

Date: _____

Mobile Phone _____.

Emergency Contact _____ Emergency Phone _____

Address _____

City _____ State _____ Zip code _____

Allergies, Medications, and or Special Needs: _____

Soggy Bottom Waterski Club and Swerve Watersports Center Rules 2023

Water skiing activities on the lake are limited to the operation of only one boat on the lake at any time. Only inboard boats are permitted, unless otherwise approved by club.

All activities on the lake are prohibited from 11:00pm or sundown till sunrise.

Every Club member and guest must have a signed waiver on file with the Soggy Bottom Waterski Club prior to using the lake. It must be renewed each year.

The use of alcoholic beverages, drugs and any other substance affecting mental capacities is prohibited on the lake during or immediately prior to boating, skiing, fishing, swimming, or other water sports activities. At no time will members or their guest operate equipment, vehicles, or tools or engage in any other type of activity on Ski Club property while under the influence of such substances.

Fishing is allowed only at the Island end of the lake while the boat is not near.