

## LIABILITY DECLARATION

## Waiver and Release Form

For, and in consideration of, the International Waterski & Wakeboard Federation (the IWWF) (or any Confederation or National Governing Body affiliated with IWWF) accepting my application, and permitting me to participate and compete in the registered IWWF events, for and on behalf of myself, my heirs, executors and administrators, the undersigned does hereby irrevocably and unconditionally warrant, represent and undertake to the IWWF as follows:

- Any and all information provided and/or disclosed by, or on behalf of, myself to the IWWF (including any officers, employees and representatives thereof) for the purpose of considering and evaluating my application for participation and competition in the event is true, correct and accurate;
- I have fully read and understood the rules and regulations of participation and competition in the event (a copy of which has been made available to me) and I do hereby covenant with, and undertake to, the IWWF to at all times fully comply with, and abide by, the same;
- I am in good physical and mental health and I am physically capable of competing and participating, and fully competent to participate and compete as a competitor in the event and that I have not been certified and/or advised otherwise by any qualified medical practitioner;
- I do hereby authorize any and all physicians, paramedics and other medical personnel and practitioners procured by, or on behalf of, the IWWF to administer first aid treatment or any medical treatment, surgery or transportation in the event of any illness, accident or injury suffered and/or sustained by me at any time during my participation and competition in the event (or any part thereof) and hereby indemnify, and shall keep fully and effectively indemnified, the IWWF (including all officers, employees and representatives thereof) upon demand from and against any and all claims, liabilities, demands, costs and expenses of whatsoever nature incurred and/or suffered by the same (or any of them) and arising from, and/or in connection with, the procurement and administration of such medical treatment and transportation in relation to any such illness accident or injury suffered and/or sustained by me;
- I acknowledge, agree and confirm that participating and/or competing as a competitor in the event (or any part thereof) involves inherent risks and dangers of accidents, personal and bodily injury and property loss or damage and that by agreeing to this Liability Declaration, I fully understand and have considered and evaluated the nature, scope and extent of the risks involved, and voluntarily and freely choose to assume these risks;
- I hereby grant to the IWWF (including its lawful successors and assigns) the sole and exclusive right and license, in perpetuity and throughout the world and without any compensation whatsoever to me, to use, reproduce, publish and/or exploit, my name, nickname, likeness, image, logos, get- ups, initials, voice, slogan and signatures developed from time to time, reputation, graphical representation, electronic, animated or computer generated representation and any other representation (in any medium whatsoever), right of association, biographical information and other indicia, and any other right or property in my performances, in any media whatsoever, for any purposes whatsoever relating to, and/or in connection therewith (including, without limitation, the execution of appropriate legal documentation as the IWWF may, from time to time, require to give legal and binding effect to the aforementioned grant of rights);

- I irrevocably acknowledge, agree and confirm that the IWWF reserves the right, at its sole and absolute discretion, to disqualify me from participation and/or competition in the event (or any part thereof) if I am in breach of any of the warranties, representations and/or undertakings set out in this Declaration, Waiver and Release Agreement and/or for any reason whatsoever the IWWF considers just and proper, and in the event of any such disqualification, I shall not be entitled to any compensation of any nature whatsoever from the IWWF.
- I hereby release, hold harmless, protect, indemnify and forever discharge the IWWF (including its board of directors, council members, competition officials, employees and any representatives), any Confederations or National Governing Bodies affiliated with IWWF, the event and its organisers and all commercial, non-commercial and other partners thereof (collectively the "Event Parties" and each an "Event Party"), from and against any and all claims, demands, liabilities, costs and expenses of any nature whatsoever, whether direct or consequential, including but not limited to any injuries or death suffered and/or incurred by me (or any minor on whose behalf this Liability Declaration Waiver and Release Agreement is executed) at or in connection with the event, and I agree to defend, indemnify and hold the Event Parties harmless from any and all such claims, demands, liabilities, costs and expenses of any nature whatsoever (including any legal fees and expenses incurred by an Event Party) whether arising from, and/or in connection with any breach of any of the warranties, representations and/or undertakings given by me as set out herein or otherwise arising; and/or my (or any minor's) participation and/or competition in the event (or any part thereof);
- Any disputes arising under or relating to this Liability Declaration Waiver and Release Agreement shall be governed by, and construed in accordance with, the laws of England and Wales, and the sole and exclusive jurisdiction and venue for any disputes arising out of or in connection with this Liability Declaration Waiver and Release Agreement shall be the Courts of England and Wales. By signing this Liability Declaration Waiver and Release Agreement, I consent to the jurisdiction of those Courts on my own behalf, and for any minor Competitor (see below) on whose behalf this Liability Declaration Waiver and Release Agreement is being executed.

I declare that I have read and fully understood the terms and conditions of this Liability Declaration - Waiver and Release Agreement and that I have had the opportunity to discuss the same with my parent / guardian and that I agree to be bound by the said terms and conditions of the above agreement with the IWWF.

If the Competitor is under the age of 18 years, the attached Declaration of the Competitor's parent / legal guardian must be signed and remitted to the Organizer of the Event upon arrival on site.

| Signature |  |  |  |
|-----------|--|--|--|
|           |  |  |  |
| Date:     |  |  |  |

## **Declaration of Parent / Guardian**

Applicable only if the Competitor is under the age of 18 years on the first training day of the competition.

I, the undersigned, am the parent or legal guardian of (the Competitor) and I do hereby irrevocably and unconditionally:

- 1. warrant, represent and undertake to the IWWF that I have read and fully understood the terms and conditions of the Liability Declaration Waiver and Release Form, that I have the lawful authority to sign the Liability Declaration Waiver and Release Form as a binding and enforceable agreement on behalf of the Competitor, and have discussed with, and explained such terms and conditions to, the Competitor and I agree to, and will cause the Competitor to fully abide by, and comply with, all of the terms and conditions of the Liability Declaration, Waiver and Release Form; and
- covenant with, and undertake to, the IWWF not to take, nor permit to be taken, any action(s) nor
  omit to do anything that would assist or cause the Competitor to invalidate, renounce, negate,
  revoke or disclaim any part of the Liability Declaration, Waiver and Release Form, and
- 3. warrant, represent and undertake to the IWWF that by agreeing with the Declaration, Waiver and Release Form, neither the Competitor and/or myself is/are in breach of any other arrangement(s) (whether contractual or otherwise) with any third party, and (a) agree to be liable for, and will indemnify the IWWF (including its board of directors, council members, competition officials, employees and any representatives), the event and all partners thereof from and against, any and all claims, demands, liability, loss, damages, costs, and expenses of any nature whatsoever, whether direct or consequential, suffered and/or incurred by the IWWF, the event and all commercial partners thereof, whether direct or consequential, any arising from, and/or in connection with: (a) any breach of any of the warranties, representations and/or undertakings given by the Competitor in the Declaration, Waiver and Release Form; and (b) the Competitor's participation and/or competition in the event (or any part thereof).

Name(s) and Date(s) of Birth of minor Competitor(s):

Name: \_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_\_

Signature

Date: \_\_\_\_\_\_ Date: \_\_\_\_\_\_