

# PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Anchorage Marine Inc., their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AMI"), I hereby agree to release, indemnify, and discharge AMI, 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 boating, jet-skis, pontoons, riding personal watercraft, and other watersport 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; accidental drowning; collision with fixed objects or other watercraft; the risk of boat capsize and entrapment; high wind, waves, or other inclement weather and temperature exposure which could cause heat exhaustion, heat stroke, heat cramps, sunburn, and/or dehydration; exposure to cold water, could cause cold shock, hypothermia; risk of exposure to insect bites, aggressive and/or poisonous marine life; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; my own physical condition and the physical exertion associated with these activities.

Furthermore, AMI 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) while participating in this activity.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AMI 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 of AMI 's equipment or facilities, **including any such claims which allege negligent acts or omissions of AMI.**

4. Should AMI or anyone acting on their behalf, be required to incur attorney'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 AMI, I agree to do so solely in the state of Georgia, 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 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 AMI 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 AMI.**

**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 \_\_\_\_\_ Phone Number \_\_\_\_\_

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

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

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

## PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by AMI to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless AMI from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ 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 Anchorage Marine Inc that we should purchase and/or wear a properly fitted wetsuit bottoms, or clothing that provides equivalent protection, while riding or being around WaveRunners and Jet Skis in order to protect against injuries caused by water forced into body cavities as a result of falling into the water or being near the jet thrust nozzle. Injuries include water forced into the rectum or vagina causing severe internal injuries or death. I understand that by not wearing wetsuit bottoms or equivalent clothing, I will be going against manufacturers' requirements and putting myself at risk for injuries. I realize that I am subject to injury from this activity and that no form of preplanning can remove all of the danger to which we are exposing ourselves. Against the advice of Anchorage Marine Inc, the guide/instructor, numerous court cases and Anchorage Marine Inc's insurance company, we are refusing this critical safety precaution.

### SIGNER STATEMENT OF AWARENESS

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

---

Signature of Rider (spouse must sign for themselves)

Date

---

Signature of parent, guardian and or spouse

Name of additional minor(s) rider(s)

Date