



Mile High Wakeboarding™
Liability Form #1

MHW Use Only - Print Name(s)
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RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of the services of Mile High Wakeboarding™, Colorado Adventure Sports, the Town of Milliken, Lot Holding Investments, LLC, Pelican Shores, the City of Denver, SMG/Colorado Convention Center, the Colorado Marine Dealers Association, their owners, agents, directors, officers, board members, volunteers, participants, employees, partners, sponsors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "MHW"), I hereby agree to release and discharge MHW, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the activities involved in the use of any of MHW's services, boats, equipment, facilities, lakes, at this location and all other locations, both wakeboard related and non wakeboard related entail significant risks, both known and unknown, which could result in serious physical or emotional injury, illness, paralysis, death, or damage to myself, to property, or to third parties. Such risks include, among others, water-borne pathogens such as E. Coli or Enterococcus, equipment failure, falling wakeboarders, negligence of drivers, instructors, other participants, or third parties.

Initial \_\_\_\_\_

2. I expressly agree and promise to accept and assume all of the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of MHW. My participation in this activity is purely voluntary, and I elect to participate in spite of all risks.

Initial \_\_\_\_\_

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MHW from any and all claims, demands, or causes of action, which are in any way connected with my participation in any MHW activity or my use of MHW's equipment, boats, or facilities, including such claims which allege negligent acts or omissions of MHW.

Initial \_\_\_\_\_

4. In the event any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover its cost of enforcement including, without limitation, attorneys' fees and court costs.

Initial \_\_\_\_\_

5. I certify that I have adequate insurance to cover any injury, illness, or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury, illness, or damage to myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

Initial \_\_\_\_\_

6. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of Colorado, without regard to its conflict of law rules.

Initial \_\_\_\_\_

7. I agree to abide by all safety and rules of conduct.

Initial \_\_\_\_\_

By signing this document, I acknowledge that if I am hurt, become ill, or property is damaged during or due to my participation in any MHW activity, I may be found by a court of law to have waived my right to maintain a lawsuit against MHW on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Only complete for participants under the age of 18.)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by MHW to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless MHW 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: \_\_\_\_\_



# Mile High Wakeboarding™ Liability Form #2

MHW Use Only - Print Name(s)

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Contract, Indemnification, Release and Waiver

Mile High Wakeboarding (hereinafter referred to as "MHW") activities are physically and emotionally demanding. We want to make sure you understand the risk of injury or illness before you decide to participate. It is required that you read the following **Legal Document**, very carefully, make sure you understand it, fill in all the spaces, and sign it before you, or your child participate in any MHW activity. **No person or child will be allowed to participate in any MHW activity without the properly filled out waivers and/or medical release forms.**

### PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING BELOW. THIS AGREEMENT INCLUDES A RELEASE OF CLAIMS.

I am aware in signing this statement for participation in the MHW activities and programs that certain elements are physically and emotionally demanding. Activities and programs may include swimming, paddling, crawling, jumping, climbing, running, and other rigorous activities that may include, but is not limited to, skydiving, bungee jumping, paragliding, glider rides, indoor skydiving, go cart racing, horseback riding, sailing, windsurfing, canoeing, kayaking, paddle boarding, whitewater rafting, rowing, trampoline jumping, water-skiing, wakeboarding, wakesurfing, wakeskating, various water and land sports on a cable system or behind a boat, jet-skiing, indoor/outdoor rock-climbing, snow-skiing, snowboarding, hiking, fishing, snow shoeing, zip line rides, horseshoes, Frisbee golf, and beach volleyball. I or my child will be working with MHW Staff or Instructors and with others in a group. It is possible that I/he/she may be injured or become ill while or due to participating in the program either because of my/their own conduct, conduct of others in the group, conduct of MHW Staff or Instructor, third parties, or the condition of the premises, water-borne pathogens, or other random acts of nature.

Initial \_\_\_\_\_

Therefore, I voluntarily elect and/or allow my child to participate and I affirm that I am and/or he/she is free of health conditions that might create undue risk to myself/my child or others that depend on me or them. I am not and/or my child is not under a physicians care for any undisclosed condition that bears upon my/his/her fitness to participate.

Initial \_\_\_\_\_

I agree to indemnify and hold harmless Mile High Wakeboarding™, Colorado Adventure Sports, the Town of Milliken, Lot Holding Investments, LLC, Pelican Shores, the City of Denver, SMG/Colorado Convention Center, the Colorado Marine Dealers Association, their owners, agents, directors, officers, board members, volunteers, participants, employees, partners, sponsors, and all other persons or entities acting in any capacity on their behalf (all collectively referred to as "MHW") from all claims, damages, losses, injuries, illnesses, and expenses arising out of or resulting from participation in any MHW activity. I further agree to release, acquit and covenant not to sue MHW, for all actions, causes of action claims or damages, damages in law or remedies in equity of whatever kind.

Initial \_\_\_\_\_

I agree to the site of any lawsuit and the law governing any such lawsuit shall be Colorado and governed by Colorado law. As liquidated damages, I hereby agree that if MHW is forced to defend any action, lawsuit or litigation by myself, my executors, my heirs or on my families behalf, my heirs or executors and I agree to pay MHW costs and attorney fees if they successfully defend such action, lawsuit or litigation. In signing this document for my minor child I agree to pay any and all cost and attorney fees incurred by MHW in the event that the MHW is forced to defend any action, lawsuit, or litigation brought by my minor child.

Initial \_\_\_\_\_

The terms of this agreement shall continue and be in effect indefinitely after the activity is over. Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction the remaining paragraphs or parts shall remain in full force and effect.

Initial \_\_\_\_\_

I authorize and release to MHW the use for any purpose of any photographic or video recorded image of the participant listed below.

Initial \_\_\_\_\_

I have adequate health, disability, and life insurance for myself and/or my family.

Initial \_\_\_\_\_

I hereby give permission for transportation to any medical facility or hospital, and I authorize for any qualified staff, instructor or medical personnel to render necessary emergency medical care for the participant listed below.

Initial \_\_\_\_\_

I, \_\_\_\_\_, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself and my family this \_\_\_\_\_day of \_\_\_\_\_(month) \_\_\_\_\_(year).

Participant (Print Name) \_\_\_\_\_

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

**(Parent/Guardian – Please fill out this portion if participant is less than 18 years of age.)**

Guardian (Print Name) \_\_\_\_\_

Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

**(Parent or legal guardian must sign for all persons under 18 years of age. Proof of age may be required)**