

The Art Farm Water Sport Waiver

PARTICIPANTS AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

All participants under 18 years of age **Must have this waiver **completely initialed and signed twice on the 3rd page by their parents or legal guardian in order to register.***

In consideration of the services of the Art Farm, its agents, officers, participants, and all other persons or entities action in any capacity on their behalf, I agree to release and discharge The Art Farm, on behalf of myself, my children, parents, guardians, heirs, assigns, personal representative and estate as follows:

I acknowledge the inherent risk in surfing, water skiing, wake boarding, wake skating, ocean/bay kayaking, boogie boarding, knee boarding and tubing (hereafter collectively referred to as “water sports”), including those which could occur on water and result in physical or emotional injury, paralysis, death, or damage to me, and/or property belonging to me, The Art Farm and/or to third parties. I realize that these risks cannot be eliminated and include, among other things, falling in the water, heat or sun related injuries, strong currents and wave action, presence of marine life and insects, being struck by equipment or a boat, drowning, struck by other participants and/or their equipment, by my own negligence or other participants negligence. I understand that there are also unforeseeable accidents, which may occur, and I assume all risk associated with such accidents. I agree that there are possible accidents, which I cannot foresee, and I assume all risk associated with such accidents. I agree to abide by all The Art farm’s safety rules. I agree that if The Art Farm staff make a specific request or give an instruction to me, I will comply. I agree to use proper “water sports” practices and/or procedures. If I fail to use proper “water sports” practices and/or procedures, the fault is solely mine. I agree that jobs of The Art Farm staff are difficult and that they seek to create a safe environment by giving adequate warnings and/or instructions, however it is entirely possible that the equipment being used might malfunction, be defected, and/or fail. I agree that The Art Farm staff might be unaware of a participant’s fitness and abilities.

***Initial(s)** _____

I expressly agree and promise to accept and assume all of the risks, which exist by reason of my participation in these activities. My participation in these activities is purely voluntary and I elect to participate in spite of the risks.

I agree to assume all risk of personal injury, including paralysis, death, which may occur while I am attending The Art Farm. I hereby voluntarily relies, remise and forever discharge and covenant not to sue, The Art Farm, its owner, directors, officers, shareholders, employees, hold manufactures, lessors, insurer, and agents, from all liability for any such personal injury that I may incur, and 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 The Art Farm’s equipment and/or facilities, including any such claims which allege negligent acts or omissions of the Art Farm. I understand that the Participants Agreement, Release, Acknowledgement and Indemnity Agreement includes my claims for personal injury, including death based in total or in part upon the **NEGLIGENT ACTION OR INACTION OF THE ART FARM**, its owner, officers, directors, employees, shareholders, equipment suppliers, equipment designers, safety manufactures, lessors, insurers, and agents.

***Initial(s)** _____

I the event any claim, demand, or cause of action is made against The Art Farm, it's owner, officers, directors, shareholders, employees, hold manufacturers, lessors, insurers and agents ("Releasees"), by the undersigned or by any minor over who, I have supervisory responsibility at the facilities of The Art Farm (whether or not the undersigned is physically present at the time of the occurrence of injury, damage or loss), I agree to indemnify, hold harmless, and defend the said Releasees, including the payment of reasonable attorney fees, including indemnify (with payment of costs and reasonable attorney fee) for any claim arising in while or in part from alleged negligent action or inaction on the part of any Releasees.

***Initial(s)** _____

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 certify that I have no medical, emotional and/or physical conditions that could interfere with my safety in these activities, or else I am willing to assume- and bear the cost of- all risks that may be created, directly or indirectly, by such condition.

***Initial(s)** _____

I understand and agree that the participant might be transported by The Art Farm to one of The Art Farm's facilities, at the ocean or the bay, and will remain at one of these facilities unless escorted off the facility by The Art Farm staff. The Art Farm staff is not responsible for participants, or their actions, who leave the facilities without permission or escorts.

***Initial(s)** _____

This release applies to and binds my personal representative, heirs, and family. I further represent that I have complete and absolute authority to bind, contract for and legally act on the behalf of any minor children in family, and/or listed in this document, and understand and agree that The Art Farm relies to its detriment upon this representation and would not allow my minor child to use its facility without this representation. If any member of my family under the age of 18, or other child that I have authority to legally act on behalf of, participates in any activity at The Art Farm, whether or not I am present, I make this release and these representations on his or her behalf as well as my own, and I agree to assume responsibility for his or her safety.

***Initial(s)** _____

Should The Art Farm or anyone on their behalf, be required to incur attorney's fee and costs to enforce this agreement, I agree to indemnify and hold harmless that party for all such fees and costs.

***Initial(s)** _____

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 The Art Farm and any part Releasees on the basis of any claim form which I release them.

***Initial(s)** _____

I understand that this release is a contract. I sign it of my own free will. I understand that this contract is severable; that if any part of it is held by a court of law to be unenforceable, the rest shall survive.

***Initial(s)** _____

I am aware that all camp activities, including but not limited to “water sports” (and those activities run by The Art Farm) are hazardous activities that include certain risks and danger and include the risk of serious injury or death. I voluntarily accept full responsibility for all risks involved, including risks inherent in “water sports”, in all camp activities and in the “water sports”/marine/boating environment.

***Initial(s)** _____

I understand that I may use or borrow certain equipment from The Art Farm and/or other equipment suppliers, distributors, manufacturers, or sponsors through The Art Farm, or elsewhere. Such equipment may include, but is not limited to surf boards, wake boards, water skis, knee boards, boggie boards, tubes, kayaks, leashes, paddles, vests, handles, ropes, bindings, and hardware (hereafter referred to as “equipment”). I agree that any “equipment” I use while participating in “water sports” or in camp activities, I use entirely at my own risk. I voluntarily acknowledge and assume all risks associated with the use of all “equipment”. I further agree to return, in good condition, any equipment that I use or borrow.

***Initial(s)** _____

Parent/Guardian Signature _____ **Date** _____

**Note: Parents need to sign above, as well as section below*

PARENTS ADDITIONAL INDEMNIFICATION (FOR PARTICIPANTS UNDER 18 YEARS OLD). I represent that I have complete and absolute authority to bind, contract for and legally act on behalf of the minor children listed below. I understand and agree that The Art Farm relies to its detriment upon this representation and would not allow the minor child to use the facility without representation. In consideration of the Minor(s) listed below (hereafter Minor), being permitted by The Art Farm to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless The Art Farm and Releasees from any claims which are brought by, or on behalf of Minor, and which are in any way connected with the use or participation of Minor.

Parent/Guardian Print Name _____

Parent/Guardian Signature _____ **Date** _____

Minor Printed Name(s) _____ / _____
_____ / _____

Minor Signature(s) (if 14 years or older) _____ **Date** _____