



Riders Name: \_\_\_\_\_

Venue: \_\_\_\_\_

### RELEASE AND WAIVER OF LIABILITY

The following is a condition of participation. Every participant will be required to sign the release and waiver form at each IJSBA-sanctioned event before participating.

#### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR IJSBA EVENTS

**I assume the risk of serious injury or death. Personal Watercraft racing is a high speed activity where numerous persons are navigating a very tight buoy course in a competitive and aggressive manner. Personal Watercraft do not have brakes, water spray frequently causes limited visibility, and changing water conditions make for an inconsistent atmosphere in all parts of the race course. Collisions are frequent as are mechanical failures, spin outs, loss of control, and mental errors. Endurance and Freeride/Freestyle activities carry equal dangers and risks as closed course. It is a strong possibility that I will be injured, or even killed, while participating in a Personal Watercraft competition and I still chose to participate in this event despite this possibility:\_\_\_\_\_ (Initials).**

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any restricted area requiring special authorisation, credentials or permission to enter or any area which admission by the general public is restricted or prohibited including but not limited to the competition area), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs and next of kin:

1. Acknowledges, agrees and represents that he or she has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he or she enters. He or she further agrees and warrants that if at any time he or she is in or about RESTRICTED AREAS and feels anything to be unsafe, he or she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. Acknowledge that this event is not produced by the IJSBA. This event is produced by an independent promoter who is responsible for all safety aspects of the event. The skill levels, speeds, track size, experience/inexperience of participants may be drastically different from other sanctioned events and there may be a higher frequency of aggressiveness and competitiveness as well as a higher degree of inexperienced competitors who are more prone to errors. There is no warranty or guarantee that competitor's actual skill matches the skill designated on their license and/or classification.
3. HEREBY RELEASE, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the International Jet Sports Boating Association, Inc. (IJSBA), the promoters, participants, racing associations, other sanctioning organizations, or any subdivisions thereof, track operators, course owners, officials, riders, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners or lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes

herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO PROPERTY ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
5. The extent of the Releasees liability under or in connection with this agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 5.
  - 5.1. Subject to clauses 5.4 and 5.6, the Releasees total liability shall not exceed the sum of £100.
  - 5.2. Subject to clauses 5.4 and 5.6, the Releasees shall not be liable for consequential, indirect or special losses.
  - 5.3. Subject to clauses 5.4 and 5.6, the Releasees shall not be liable for any of the following (whether direct or indirect):
    - 5.3.1. loss of profit;
    - 5.3.2. loss of data;
    - 5.3.3. loss of use;
    - 5.3.4. loss of production;
    - 5.3.5. loss of contract;
    - 5.3.6. loss of opportunity;
    - 5.3.7. loss of savings, discount or rebate (whether actual or anticipated);
    - 5.3.8. harm to reputation or loss of goodwill.
  - 5.4. The limitations of liability set out in clauses 5.1 to 5.3 shall not apply in respect of any indemnities given by either party under this agreement.
  - 5.5. Except as expressly stated in this agreement, and subject to clause 5.6, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
  - 5.6. Notwithstanding any other provision of this agreement, the liability of the parties shall not be limited in any way in respect of the following:
    - 5.6.1. death or personal injury caused by negligence;
    - 5.6.2. fraud or fraudulent misrepresentation;
    - 5.6.3. any other losses which cannot be excluded or limited by applicable law;
6. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

7. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts by the Releasees, INCLUDING RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the United Kingdom.
8. If any provision of this agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this agreement shall not be affected.
9. If any provision of this agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision in place of the provision so deleted.
10. HEREBY UNDERSTANDS that the International Jet Sports Boating Association does not provide competitors or participants with any insurance policy against accidents, injury, or death.
11. THE UNDERSIGNED grants permission to the International Jet Sports Boating Association, Inc., sponsors, event sponsors, event promoters and their assigns, to use their voice and/or likeness, photographs and photographs of their personal watercraft in advertising and promotion material, feature use including radio, television, motion picture film, video tape, newspapers, magazines, programs and all other media in connection with advertising and purposes of trade, and agrees to display sponsor and IJSBA emblem on the chest of rider's vest or racing uniform, and the sponsor and IJSBA decal on both sides of the personal watercraft while competing in any IJSBA event.

THE UNDERSIGNED IS A MEMBER IN GOOD STANDING OF THE IJSBA AND/OR HAS APPLIED FOR MEMBERSHIP IN THE IJSBA, and agrees to abide by the IJSBA rules as set forth in the IJSBA Official Competition Rule Book, as these rules may be amended or interpreted from time to time.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name

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Sign

Date

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**Applicants under the age of 18**

As I am under the age of 18 my parent or legal guardian has read and explained the above to me and is fully aware of the risks involved, and has agreed to my participation as acknowledged below. Declaration for minor I am the parent/legal guardian of the minor who has signed above and I hereby declare that I have read and understood the terms and conditions of the indemnity/Disclaimer and agree both on my own behalf and on the behalf of the named minor to be bound by them, and I give my permission to the minor's participation.

(Parent/Guardian)

Sign

Date

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Print Name

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## **INDEMNITY/DISCLAIMER**

### **ALL APPLICANTS**

In consideration of my being permitted to undertake Jetsport racing arranged by the Jet Sport Racing Association of Great Britain (" the Association") for the sport, which I hereby acknowledge contains an element of danger, being a motorised sport, I agree to keep indemnified the Association, its members and trustees (including the owners or lessees of the venue for any race meeting) and their respective officials, servants, representatives, agents and other riders from and against all actions, claims, costs, expenses and demands in respect of death, injury, loss or damage howsoever caused arising out of or in connection with my entry, or my taking part in, any race meeting, and notwithstanding that the same may have been contributed to or occasioned by negligence of the bodies, their officials, servants, representatives or agents to include any personal injury or loss or damage of my own personal property, and I participate entirely at my own risk.

I hereby declare that I am in good health, and I am not suffering from epilepsy, haemophilia, diabetes, heart disease or any illness or disability that would make it unsafe for me to participate, and that my eye sight is up to the standard required for a road driving test. I accept that I will be solely responsible for any decision as to my fitness to participate, and at all times shall observe and perform all instructions given to me by the Association and their respective officials.

I hereby agree and understand that my acceptance by the Association of this application form may involve my demonstrating my riding ability to a nominated member of the Association, and their report will be taken into account when considering this application.

I hereby agree to be bound by the Rules and Constitutions of the Association and any supplementary Regulations thereof.

I confirm that I have read, **understood, and agree to abide by the rules set out by the JSRA and IJSBA rulebook.**

Print Name

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Sign

Date

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### **Applicants under the age of 18**

As I am under the age of 18 my parent or legal guardian has read and explained the above to me and is fully aware of the risks involved, and has agreed to my participation as acknowledged below. Declaration for minor I am the parent/legal guardian of the minor who has signed above and I hereby declare that I have read and understood the terms and conditions of the indemnity/Disclaimer and agree both on my own behalf and on the behalf of the named minor to be bound by them, and I give my permission to the minor's participation.

(Parent/Guardian)

Sign

Date

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Print Name

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