



LIABILITY WAIVER

This document affects your legal rights. You must read and understand it before initialing and signing it.

I, _____, the above-named person being eighteen or older in age, or the parent or legal guardian of the above-named Participant who is under age 18, in consideration of the services provided by River Valley Marine, the rate charged for those services, and the right to engage in the Participation Activities as a participant and/or volunteer, hereby acknowledge, agree, promise and covenant with River Valley Marine, its partners, agents and employees on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

ACKNOWLEDGMENT OF RISKS

I UNDERSTAND AND ACKNOWLEDGE that the Participation Activities in which I (all references to I, me, myself or my, refer to my minor child if I am signing on behalf of my minor child) am about to voluntarily engage in bear certain anticipated and unanticipated risks which could result in INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL DAMAGE to myself, to my property or to other parties or their property. These risks include but are in no way limited to the following: ACCEPTANCE OF RISK AND RESPONSIBILITY I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, ILLNESS, OR DISEASE to myself or to my property or other parties and their property arising from my participation in the Participation Activities. My participation in the Participation Activities is purely voluntary; no one is forcing me to participate in spite of the risks. The risks which are inherent in the activities of wake surfing including, but not limited to falling, coming in contact with: structures and objects, other equipment or persons. The acts or omissions or negligence in any degree of River Valley Marine, or any of its partners, agents, or employees (collectively the "Released Parties"). Latent or apparent defects or conditions in equipment or property supplied by River Valley Marine. My own physical condition and skill level or my own acts or omissions. The condition of any obstacle, boat, etc., and accidents connected with their use. First aid, emergency treatment or other services rendered by River Valley Marine, or others. Consumption of any food or drink, whether or not provided by River Valley Marine, or others, and untreated water from the environment. If I prefer to wear my own NCGA Vest (Comp vests) I waive River Valley Marine of all responsibility. I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and the other risks, known or unknown, identified, or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease or damage to myself or to my property or to other parties and their property. I UNDERSTAND AND ACKNOWLEDGE that using any personal equipment not provided by River Valley Marine, or others to participate in these activities, including but not limited to wakeboards, wake-surf boards, kneeboards, towable non-inflatable and inflatable devices, life jackets and competition vests could increase my risk of INJURY OR DEATH.

MEDICAL CARE, PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITIONS

I UNDERSTAND AND ACKNOWLEDGE that no major medical or accident insurance benefits will be provided to me during participation or viewing of, the Participation Activities. I certify that I have sufficient health, accident, and personal liability insurance to cover any bodily injury or property damage that I may incur while participating in the Participation Activities, and to cover bodily injury or property damage caused to another party as a result of my participation in the Participation Activities. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability. I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, disease or disablement, which would or could potentially affect participation in the Participation Activities. I give my consent and permission to River Valley Marine, and medical personnel to obtain or administer on my behalf or on behalf of my minor child, first aid and emergency medical treatment in case of sickness, accident, injury and to secure medical care at my expense and to make decisions concerning medical care if I am unable to do so or if in the case of my minor child, I am unable to be reached. I give consent for drug testing to be performed in the event of any accident or during the course of any medical care or treatment for myself or my minor child.

PHOTO & VIDEO RELEASE

I for just and sufficient consideration, receipt of which is hereby acknowledged, hereby irrevocably grant River Valley Marine, its successors and assignees the right to record my likeness and/or voice on tape, film or videotape, to edit such tape, film or videotape at our discretion; to incorporate the same into motion picture or television or radio commercial for River Valley Marine; and to use or authorize the use of such tape, film and videotape or any portion thereof in any manner or media at any time through the world in perpetuity and to use my likeness, voice and biographical and other information concerning me in connection therewith including promotion in all media. I hereby release you and anyone using said film, videotape, or other material from any and all claims, damages, liabilities costs and expenses which I now have or may hereafter have by reason of any use thereof. **RELEASE I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE ANY OF THE RELEASED PARTIES**, from or for any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in the Participation Activities, including, but not specifically limited to any and all negligence, gross negligence, liability, fault or strict liability of any of the Released Parties for any and all injury, death, illness or disease, and damage to myself or to my property. I **FURTHER, AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY EACH OF THE RELEASED PARTIES** from all liability, claims, demands, actions or rights of action, damages, defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to other parties in the course of my participation in the Participation Activities. I **FURTHER AGREE, PROMISE AND COVENANT NOT TO SUE, ASSERT OR OTHERWISE MAINTAIN ANY CLAIM AGAINST ANY OF THE RELEASED PARTIES**, for any injury, death, illness and disease, or damage to myself or to my property, arising from or connected with my participation in this activity or from any claims asserted against me by other parties. **IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR DIES, OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THE PARTICIPATION ACTIVITIES, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY OF THE RELEASED PARTIES EVEN IF ANY OF THE RELEASED PARTIES NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.** This agreement shall be binding upon the heirs, legal representatives, executors and administrators of the participant and is for the benefit of the Released Parties, River Valley Marine and their heirs, successors and assigns.

ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT

I UNDERSTAND AND ACKNOWLEDGE that by initialing and/or signing this document I have given up certain rights and/or possible claims which I might otherwise assert or maintain against the Released Parties, including specifically, but not limited to, rights arising from or claims for the acts or omissions, fault, negligence in any degree of any of the Released Parties. I understand and acknowledge that by signing this document, I **HAVE ASSUMED RESPONSIBILITY AND LEGAL LIABILITY** for the claims or other legal demands, including defense costs, which may be asserted by other parties against me as a result of my participation in the Participation Activities. **INDEMNIFICATION** Each of the undersigned individuals wants to use the River Valley Marine boats, docks and other facilities on and is doing so entirely upon his or her own initiative, risk and responsibility. Furthermore, he or she is aware of the risks and hazards inherent upon the use of the River Valley Marine facilities. Therefore, in consideration of the use of the River Valley Marine, facilities or rental equipment whether with or without charge, each of the undersigned individuals and/or as a representative of and on behalf of his or her spouse, child, or ward, hereby releases, waives, discharges and covenants not to sue River Valley Marine, and/or the agents, officers, servants and employees of all of these partnerships from any liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including fatal injury, associated with the use of the **ESSENTIALS** facilities and equipment.

INDEMNITY REGARDING USE OF RIVER VALLEY MARINE PREMISES, INCLUDING BUT NOT LIMITED TO THE RIVER VALLEY MARINE FACILITIES.

To the extent permitted by law, customer or participant agrees to indemnify, hold harmless, and defend River Valley Marine, and all other businesses on premise from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which River Valley Marine, or any business on premises may suffer or incur in connection with use or misuse of any part of the property, or lakes.

This release shall be binding upon the spouse, heirs, next of kin, executors, and administrators of each of the undersigned. RULES AND REGULATIONS RULES INCLUDE BUT ARE IN NO WAY LIMITED TO THE FOLLOWING: Persons may not participate in activities unless they have a signed liability waiver on file with River Valley Marine. If a participant is under age 18, their parent or legal guardian must sign this document in the presence of a witness (there are no exceptions to this rule). Participants will not be allowed to enter or remain in the River Valley Marine premises unless they are wearing full appropriate protective and safety gear for the Participation Activities in which they are participating. Participants must wear USCG approved floatation devices while participating in any water activities. Use structures without fins at your own risk. If participants chose to wear a NCGA Vest (Comp vests) they waive Heroes Tour and River Valley Marine of all responsibility. Participants must engage in Participation Activities in a safe manner at all times and avoid collisions with other persons. Participants may engage in activities in designated areas only. Participants must obey the safety instructions of Heroes Tour and River Valley Marine, staff at all times. Participants may only participate in the Participation Activities they have designated on the first page of this agreement. Fighting or other aggressive or disruptive behavior will result in ejection from the premises. Participants may not consume food and drink in prohibited areas. Smoking is not allowed on the Heroes Tour and/or River Valley Marine premises or boats. No illegal drugs are allowed on the Heroes Tour and/or River Valley Marine premises or boats. Equipment or gear not required for participation in the Participation Activities and any other items must be stored in locations outside the Participation Activities locations. No profanity or vulgar language is permitted on the Heroes Tour and/or River Valley Marine premises or boats. No weapons are allowed on the Heroes Tour and/or River Valley Marine premises or boats. No contests of any sort are allowed on the Heroes Tour and/or River Valley Marine premises or boats unless organized and ran by Heroes Tour and/or River Valley Marine staff or other authorized persons. The Heroes Tour and River Valley Marine reserves the right to terminate any membership at any time and to eject anyone at any time for any reason. Always Safeguard your valuables and possessions. The Heroes Tour and River Valley Marine are not responsible for lost and stolen items. Participants must obey all posted rules. Violations of rules may result in ejection from the Heroes Tour and/or River Valley Marine premises or boats and cancellation of all tickets, passes and memberships without refund. I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive and that other rules may apply.

ENTIRE AGREEMENT

I understand that this is the entire agreement between the Heroes Tour and River Valley Marine and me, that it is for the benefit of all Released Parties, and that it cannot be modified or changed in any way by the representations or statements of the Heroes Tour /River Valley Marine, or any employee or agent of Heroes Tour /River Valley Marine, or any of the Released Parties or by me. I am at least 18 years of age, of sound mind, and not under the influence of any drugs or alcohol at this time; I agree to follow any and all instructions of the Heroes Tour and River Valley Marine, including but not limited to the no drug/ no alcohol policy while using our sporting facilities; I am in good health, suffering from no physical disabilities which might impair my capabilities. My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms. If I am the parent or guardian of the Participant, I agree to be bound by the terms and conditions of this agreement and shall be responsible for the actions of the Participant. Signing this waiver in 2023 releases the Heroes Tour, River Valley Marine, Centurion Boats, and all partners with this waiver as well as anyone with Niccum Docks, Auto Trimmers, Minnesota Wake Surfing Championship, Bennerotte and Associates, Surf Love LLC, United Heroes League, Maple Tavern, Wave Armor, Lord Fletchers, Idol Surf Boards, Wake-n-Grill, Supreme Boats, Monster Energy and their affiliates of all liabilities.

Printed Name

Signature

Date