

AGREEMENT AND RELEASE OF LIABILITY

I HEREBY ACKNOWLEDGE that I or on behalf of my child named below, have voluntarily applied to participate in water skiing, its instruction and training, boating and events, functions, and other activities at L.L. Recreations, Inc.

I or the minor child for which I am signing below AM AWARE AND UNDERSTAND THAT WATER SKIING IS AN INHERENTLY DANGEROUS SPORT AND ACCEPT THAT I OR MY CHILD WILL BE EXPOSED TO RISKS AND DANGERS WHICH MAY BE CAUSED BY NEGLIGENCE OR MAY OR MAY NOT BE FORSEEN OR KNOWN THAT CAN CAUSE SERIOUS INJURY OR DEATH. Lake conditions vary constantly because of weather changes and skier use. Irregular shorelines, sea walls, docks, buoys, ski jumps, floating or submerged debris, rough water and other obstacles and hazards including boats and skiers exist throughout the area. I agree to and will instruct my child to always ski in a safe and controlled manner within mine or my child's limits, to stay clear of shorelines and other obstacles, and to be aware of other boats and skiers. I and my child for which I am signing for are VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH INCLUDING THAT CAUSED BY THE NEGLIGENCE OF L.L. RECREATIONS, INC., LUCKY LOWE, AND ANY AND ALL OTHER PERSONS AND ENTITIES.

AS LAWFUL CONSIDERATION for being permitted to participate in these activities and use the facilities and lakes, I assume full responsibility for all risk of personal injury to myself and my child and loss of or damage to personal property or equipment and agree that I, my child, my heirs, distributees, guardians, legal representatives or assigns will make no claim, sue, attach the property of, or prosecute L. L. Recreations, Inc., Lucky Lowe, their officers, directors, members, employees, contractors, or any other person or entity for any personal injury, harm or damage **regardless of any negligence** or other acts or omissions howsoever caused, by anyone or anything as a result of my or my child's participation in the above activities or as a result of the condition of the site, land, and lake. In addition, I hereby release and discharge L.L. Recreations, Inc., Lucky Lowe, their officers, directors, members, employees, contractors and any other person and entity from all actions, claims or demands I, my child, my heirs, distributees, guardians, legal representatives or assigns now have or may hereafter have for any injury, harm or damage resulting from my participation in the above activities or resulting from any negligence of any person or entity.

I agree, that the venue for any disputes arising from any participation in the above activities shall be litigated exclusively in the Court of Polk County, Florida within the State of Florida and no claims or actions shall be brought in any other jurisdiction.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN L.L. RECREATIONS, INC. AND I AND SIGN IT OF MY OWN FREE WILL.

WITNESS: _____ SIGNATURE _____

DATED: _____ PRINTED NAME _____

USA WATER SKI MEMBERSHIP # _____

I consent to the above minor participating in the above activities and to the assumption of the risks and dangers described above. I agree personally and on the above minor's behalf, to each and every provision above, which I have fully read and understand.

WITNESS: _____
PARENT OR LEGAL GUARDIAN

DATED: _____