

**PARASAILING RELEASE OF LIABILITY, WAIVER OF CLAIMS,
EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH PARASAILING AND RELATED ACTIVITIES AND INDEMNITY
AGREEMENT**

Please read and be certain you understand the implications of signing

I (we) do hereby affirm and acknowledge that I (we) have been fully informed of the inherent hazards and risks associated with parasailing and related water sport activities to which I (we) am (are) about to engage, including but not limited to:

1. Changing water flow, tides, currents, wave action, and vessel's wakes.
2. Collision with any of the following: other participants; the watercraft; other watercraft; man made or natural objects
3. Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature.
4. My (our) sense of balance, physical condition, ability to operate equipment, swim and/or follow directions.
5. Collision, capsizing, sinking, or other hazard that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my (our) body orifices, and/or drowning.
6. The presence of insects and marine life forms.
7. Equipment failure or operator error.
8. Heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration.
9. Fatigue, chill and/or reaction time and increased risk of an accident.

I (we) specifically acknowledge that I (we) have been trained in the safe use of water sport equipment to my complete satisfaction, and I am physically / mentally able to participate in the water sport activities to which I am (we are) about to engage. I (we) specifically waive the enforcement and applicability insofar as this release and indemnity agreement (the "Agreement") is concerned of any provincial, federal or local law and/or regulation or policy that may impact its enforceability.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being allowed to participate in the above-described activities, as well as the use of any of the facilities and the use of the equipment of the below listed releasees, I (we) hereby agree as follows:

1. To waive any and all claims that I (we) may have in the future based upon my (our) participation in the above described activities based upon negligence, active or passive, against 2168044 Ontario Inc., It's employees, agents, sponsors or contractors, Craig G. Bowker, Sky-Mazing Parasail, Ski-Mazing Watersports (the "Releasees").
2. To release the Releasees, their officers, directors, employees, representatives, agents, and volunteers, from any and all liability and responsibility whatsoever and for any claims or causes of action that I (we), my (our) estate, heirs, executors, administrators, successors or assigns may have for any personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the Releasees or otherwise. By executing this document, I (we) agree to hold the Releasees harmless and indemnify them in conjunction with any injury or loss of life that may occur as a result of engaging in the above activities.
3. By entering into the Agreement, I am (we are) not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in the Agreement.
4. I (we) hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this Agreement and my parent or legal guardian shall indemnify and save harmless the Releasees in conjunction with any injury or loss of life that may occur as a result of engaging in the above activities.
5. I have read this Agreement, understand it, and I agree to be bound by it.

_____/_____
Signature of Adult Participant (birthdate m/d/yr) **Name** of Adult Participant (**Please Print**) **Date**

_____/_____
Signature of Adult Participant **Name** of Adult Participant (**Please Print**) **Date**
Home Address _____ **City** _____ **PC** _____ **Phone** _____

Signature of Parent or Guardian if Participant is a **Name** of Parent or Guardian (**Please Print**) **Date**
Minor, and by their signature, they on my behalf
release all claims that both they and I have
Contact me @ this Email address _____

_____/_____/_____
Name of Minor (Please Print) (birthdate) **Name of Minor** (Please Print) (birthdate) **Name of Minor** (Please Print) (birthdate)