

RELEASE AND WAIVER OF LIABILITY

I, _____, as the participant have voluntarily chosen to participate in the Easterseals Western & Central PA (hereinafter referred to as "the organization") waterskiing program. I understand that waterskiing has certain inherent risks and dangers, and these risks and dangers may be further exacerbated by my physical, mental and/or emotional condition because of my special needs. I am free to decide to participate or not participate and am under no compulsion, economic or otherwise, to do so. I understand that this is a purely recreational activity and that it is not essential to my personal or physical health and well-being.

I understand that the risks and dangers inherent in boating, waterskiing and any other water sports include, but are not limited to, serious traumatic injury, fractures, drowning, spinal cord injury and paralysis and even death. I understand underlying or preexisting medical conditions may be exacerbated by participation in this program. I further understand that there are no medical personnel to standby or render medical assistance in the event of a medical emergency during this program. I recognize that there are certain risks that may arise which are not presently foreseeable and nevertheless agree to assume any and all risks which may arise, whether or not presently foreseeable.

I also represent I am covered by a health/medical care insurance plan issued by _____, a carrier licensed to do business in this state. I further represent that this plan includes major medical limits of not less than \$500,000. I expressly agree that any and all medical claims or expenses which arise as a result of participation in this program will be submitted to my medical insurer or health care plan and that I will not seek reimbursement for any medical expenses, copayments, deductibles or non-covered services from the organization, its officers, agents, successors and assigns.

I understand that the organization has no control over or right to control the individuals providing the services, equipment and boat and that these individuals or entities are independent contractors and not employees or agents of the organization.

In consideration of being permitted to participate in the waterskiing program, I hereby release, waive, discharge and covenant not to sue the organization, its officers, employees, agents, coaches, successors and assigns, for any and all liability for personal injury, property damage, harm, loss or damages of any type, including that which results from the negligence of the organization or its employees or agents, or of anyone else connected with this program, and for any injuries, harm, losses or damage resulting from the use of the waterskis, tow line, life vest/personal floatation device or other equipment. I understand the risks which may arise from water skiing and appreciate their seriousness and voluntarily assume any and all such risks which may arise, whether or not they are presently foreseeable.

I have read this complete Release and Waiver of Liability and accept the terms and conditions stated herein. I further acknowledge that this Release and Waiver of Liability is binding on myself, heirs, assigns, personal representatives and

estates. I understand that I have given up substantial rights by signing this Release and Waiver of Liability. I sign it voluntarily.

| Participant | Print Name | Date |
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