



**INSURANCE WAIVER & RELEASE OF LIABILITY
AND MEDIA RELEASE FORM**

Above The Wake – Revised: 01/2014

ABOVE THE WAKE INSURANCE WAIVER & RELEASE OF LIABILITY FORM

In consideration of being allowed to participate in any way in Above The Wake events and activities, I and/or the minor participant, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, the undersigned:

1. Agree that prior to participating, I will inspect, or if a parent and/or legal guardian I will instruct the minor participant to inspect, the facilities and equipment to be used, and if I believe, to the best of my ability, that anything is unsafe, I and/or the minor participant will immediately advise Above The Wake of such condition(s) and refuse to participate.
2. Acknowledge and fully understand that I and/or the minor participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and sever social and economic losses, which might result only from my own actions, inactions or negligence of others, the rules of play, or the condition of the premises or any equipment used. Further, that there may be other risks not known to me or not reasonably foreseeable at this time.
3. Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.
4. Release, waive, discharge and covenant not to sue Above The Wake and, its affiliated clubs, their representative administrators, directors, agents, coaches, other employees, and volunteers of the organization, other participants, sponsoring agencies, sponsors, advertisers, their heirs, and if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as 'releasees," from demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the release or otherwise.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

X _____

Participant's Signature

(PLEASE PRINT CLEARLY)

Participant's Name: _____ Date: _____

Date of Birth: _____ FOR PARTICIPANTS UNDER THE AGE OF 18

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

X _____

Parent/Legal Guardian's Signature

(PLEASE PRINT CLEARLY)

Parent/Legal Guardian's Name: _____ Date _____

Relationship to Minor: _____

Emergency Contact & Phone Number: _____

Email: _____ School: _____



MEDIA RELEASE FORM
Media/Photo Waiver
Above The Wake – Revised: 01/2014

I hereby authorize and give my full consent to Above The Wake to copyright and/or publish any and all photographs, digital recordings, videotapes and/or film in which I appear may be used for public view. I further agree that Above The Wake may transfer, use or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purpose, television programs, and internet without limitations or reservations.

X _____

Participant's Signature

(PLEASE PRINT CLEARLY)

Participant's Name: _____ Date: _____

FOR PARTICIPANTS UNDER THE AGE OF 18

X _____

Parent/Legal Guardian's Signature

(PLEASE PRINT CLEARLY)

Parent/Legal Guardian's Name: _____ Date _____

Relationship to Minor: _____

Emergency Contact & Phone Number: _____