

Parent/Guardian Name _____ Age _____ DOB ____/____/____

Minor Participant Name _____ Age _____ DOB ____/____/____

**ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS & BINDING ARBITRATION AGREEMENT
FOR MINOR PARTICIPANT**

In consideration of being allowed to use the facilities, vessels, and participate in personal watercraft use and other activities (collectively the "Activities") provided by Holiday Water Sports of Fort Myers Beach, Inc. (the "Host") **OR** Holiday Water Sports of Marco Island, Inc. (the "Host"), the Participant and the Participant's parent (s) or natural guardians (s) do hereby agree, to the fullest extent permitted by law, as follows:

- a. **TO WAIVE ALL CLAIMS** that they have or may have against the Host, its owners, affiliates, employees, agents, and/or any entity to which the Host owes a contractual indemnification obligation, arising out of the inherent risks of participating in the Activities and/or use of the Host's equipment ("Equipment"). As used herein, the term "Equipment" shall include, but not be limited to, personal watercraft, paddle craft & sailboats;
- b. **TO ASSUME ALL RISK INHERENT IN PARTICIPATING IN THE ACTIVITIES AND USING THE EQUIPMENT;** and
- c. **TO RELEASE** the Host, its owners, affiliates, employees, agents, and/or any entity to which the Host owes a contractual indemnification obligation, from all liability for any loss, damage, injury, or expense forming the basis for a claim and/or cause of action that the Participant {or his/her parent(s) or natural guardian (s)} may suffer, arising out of the inherent risks of participation in the Activities and/or use of the Equipment.

PHOTO/VIDEO RELEASE

Participant hereby grants to the Host, its representatives, and employees the right to take photographs/videos of Participant in connection with Participant's participation in the Activities. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

PERSONAL RESPONSIBILITY

The Participant's parent(s) or natural guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities or using the Equipment and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or natural guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities and/or using the Equipment, the Participant or his/her parents(s) or natural guardian(s) observe and unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, participant and/or his /her parents(s) or natural guardian(s) will remove Participant from participation in the Activity and/or use of the Equipment and immediately bring said hazard or condition to the attention of the Host.

Participant's parent/natural guardian hereby agrees that he/she will explain to his/her child that the risk of injury while participating in the Activities can be reduced by following the rules and through the use of *common sense* and *good judgement*.

NOTICE TO THE MINOR CHILD'S PARENT(S) OR NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF HOLIDAY WATER SPORTS OF FORT MYERS BEACH, INC. USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANGE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM HOLIDAY WATER SPORTS OF FORT MYERS BEACH, INC. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND HOLIDAY WATER SPORTS OF FORT MYERS BEACH, INC. HAS THE RIGHT REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

BINDING ARBITRATION

The Participant, and the Participant's parent(s) or natural guardian(s) if the Participant is a minor, hereby agrees to submit any dispute, claim, or controversy, relating to and/or arising from (a) this Assumption of Risk, Release of Liability, Waiver of Claims & Binding Arbitration agreement for Minor Participant, (b) Participant's participation in the Activities, and/or (c) any other interaction between the Participant and the Host, including the determination of the scope or applicability of this agreement to arbitrate, to binding arbitration. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the district in which the Activities occurred. Each party shall pay its own costs, including the cost associated with the party-appointed arbitrators, and the parties shall share equally the cost associated with the neutral arbitrator. The arbitration proceedings shall proceed in the State and County where the Activities occurred, and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. As a threshold matter, the Panel shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law. Judgement on the Award may be entered in any court having jurisdiction over the parties and controversy. Participant, Participant's parent(s) or natural guardian(s), and the Host specifically intend this Binding Arbitration provision to survive in the event that any other portion of this Agreement is held invalid.

NOTICE: By signing this Agreement, you are giving up your right to commence litigation against the Host in a court of law, and you are giving up your right to a trial by jury.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Florida, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

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.

Today's Date: ____/____/____

Emergency Contact Phone Number: _____

Parent/Natural Guardian Signature: _____

Address _____

Attach a copy of your ID and email form to info@holidaywatersportsfmb.com

Thank you.