



A 501c3 Non-denominational Christian Ministry

Volunteer Boat Waiver Release Form

All drivers of towboats, pick-up boats and any other watercraft volunteering in a Wake On Water event must comply with and meet all licensing requirements for operating a watercraft in the Commonwealth of Virginia.

In addition, any owner and/or operator of a watercraft in a Wake On Water event must complete this form and provide the documents requested below.

By completing and signing this form, the boat owner and /or operator agrees to abide by all safety rules and regulations as set forth by the Virginia Department of Game and Inland Fisheries, and those of Wake On Water, Inc.

**Wake On Water, Inc.
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AND PARENTAL CONSENT AGREEMENT**

Owner's/Captain's Name (Please Print)

Boat Make/Model/ Name (Please Print)

Boat's Maximum Obtainable Speed

22

Maximum Planned Speed while towing

IN CONSIDERATION of being permitted to voluntarily participate in a Wake On Water, Inc. outreach or discipleship event:

Herein defined as including but not limited to Wake On Water, Inc.'s events at or on Lake Anna, VA, or in association with Wake On Water, Inc. at or on any other body of water, in the form of providing AND operating a watercraft, including but not limited to a boat, vessel or personal watercraft (PWC), each of the Undersigned, for himself and personal representatives assigns, heirs, and next of kin, agrees and acknowledges that participation in a Wake On Water, Inc. event is fully voluntary, and that providing any equipment including but not limited to a boat, vessel or PWC is also voluntary, with no respect or anticipation for compensation, agrees to the following indemnity agreement.

If, at any time the Undersigned is in or about the Event areas and feels anything to be unsafe, the Undersigned will immediately advise Wake On Water officials of such conditions, and will immediately leave such area.

PROVIDING AND/OR OPERATING A WATER CRAFT DURING A "WAKE ON WATER" EVENT IS COMPLETELY VOLUNTARY. NO COMPENSATION IS PROVIDED IN ANY FORM.

The undersigned therefore:



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1. HEREBY RELEASES, WAIVES, DISCHARGES, AND CONVENANTS NOT TO SUE, Wake On Water, Inc., it's officers, officials, drivers, volunteers, promoters, advertisers, owners, and lessees of PREMISES used to conduct the event, agencies which control essential land and water sites, financiers and firms which render essential service gratis, and each of them, their officers and employees, all for purposes herein referred to as RELEASEES, from all liability to the Undersigned, and the Undersigned's personal representatives, assigns, heirs, and next of kin for all loss of damage, and any claim or demands therefore, on account of injury to the person or property or resulting in death of the Undersigned, whether caused by the negligence of RELEASEES or otherwise while the Undersigned is in or upon the EVENT AREAS, and or officiating in, observing, or for any purpose participating in the Event.

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or cost they may incur due to the presence of the Undersigned in or upon the Event Areas, or in any way or officiating in, observing, or for any purpose participating in the Event, and whether caused by the negligence of RELEASEES or otherwise: and

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of RELEASEES or otherwise while in or upon the Event Areas, and/or officiating in, observing, or for any purpose participating in the Event.

4. EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the Event are possibly dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that this Waiver and Release of Liability and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as permitted by the law of the state in which the Event is conducted, and that if any portion thereof is held invalid, it is agreed that the balance notwithstanding, shall continue in full legal force and effect.

5. IT IS FURTHER UNDERSTOOD that Wake On Water, Inc., Wakeonwater.com, their affiliates, sponsors and organizers uphold a **ZERO TOLERANCE POLICY FOR THE CONSUMPTION OR POSSESSION OF ANY DRUGS, TOBACCO OR ALCOHOL** during any of their events. There shall be **NO** alcohol or drugs in the boats. Each driver and throttle person agrees that they will not have consumed alcohol nor taken any illegal, nor mind or reflex altering substances 6 (SIX) hours before this event, and will not consume any of the above-referenced products while operating the boat. Use of such can and will result in immediate dismissal from the event.

6. THE UNDERSIGNED FURTHER AKNOWLEDGES that each boat shall adhere to the speed limit based on its occupants and the particular water sport a participant is performing. Wake On Water, Inc.'s allowable and/or acceptable speed limits are posted in the accompanying

7. THE UNDERSIGNED FURTHER AKNOWLEDGES that Personal Floatation Devices (PFD's/Life Jackets) are mandatory within the confines of the boat, and shall be worn in strict adherence to any local, state, or federal guidelines, and in accordance with Wake On Water Inc.'s guidelines.

8. THE UNDERSIGNED FURTHER AGREES to abide by all rules and regulations including but not limited to the noted mph speed limit enforced by the law.



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9. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representation, statements, or inducements apart from the foregoing written agreement have been made.

Please note this disclaimer must be signed and agreed to in order to participate in the event

_____/_____/_____/_____ Date: _____
Owner's Printed Name (REQUIRED) / Age / Signature

_____/_____/_____/_____ Date: _____
Operator's Printed Name (if different) / Age / Signature

Wake Day and/or Wake Warrior Events

Rules and Regulations

The following rules and instructions are provided for your information. Please read them carefully. Your adherence to these rules and instructions will make this event flow smoothly and safely, and failure to do so may result in dismissal in some cases.

1. Attendance at the morning drivers meeting is **mandatory**.
2. The speed limit for events is noted and **mandatory**.
3. Boats must maintain a safe distance from other boats, and observe all safety zones and no-wake zones while under power.

As a provider and/or driver of a water craft in any of the above stated events, I have read and understand fully the rules and instructions printed above. If I do not follow rules, I will be dismissed and future participation may be jeopardized. It is my responsibility to inform my passengers of any applicable rules and to maintain order on my water craft during these events.
