

**BLUE WATER PERFORMANCE, LLC.**  
**RELEASE AND WAIVER OF LIABILITY AGREEMENT- TOWING PLEASE READ**  
**CAREFULLY BEFORE SIGNING**

1. I, the undersigned, (your name) \_\_\_\_\_, hereby represent and certify that I am at least 18 years of age, that I possess and have produced to Blue Water Performance, LLC. a valid driver's license issued by the State or Province of (state) \_\_\_\_\_, and that I am voluntarily requesting to be towed or to have \_\_\_\_\_ (child of under 18) \_\_\_\_\_, a person under 18 years of age who is either my child or for whom I am the legal guardian, to be towed behind a boat or personal watercraft in order to ascertain whether said boat or personal watercraft has sufficient towing capacity to allow an individual(s) to water-ski, wakeboard, or wake surf from a tow line(s) attached to the rear of said boat or personal watercraft. I understand and consent to pictures/ videos being taken during this event, and some may be posted to social medias.
2. I affirmatively state that neither I nor the child is under the influence of alcohol, drugs, or any other substance which could impair my or the child's faculties and/or judgment. I hereby acknowledge that neither Blue Water Performance, LLC. nor any employee or agent of Blue Water Performance, LLC. have made any representations to me or the child concerning the use of the boat or personal watercraft, water-skies, wakeboard, or surfboard or their conditions of use.
3. I understand that only Blue Water Performance, LLC. employees or persons approved by Blue Water Performance, LLC. will be permitted to drive the boat or personal watercraft during such periods as the boat or personal watercraft is being used to tow any water-ski, wakeboard, or surfboard. I further agree not to permit any person to be towed by the boat or personal watercraft unless such person is at least 18 years of age or is my child or is a person for whom I am the legally appointed guardian, and such person has signed a copy of this Release and Waiver of Liability. If a Blue Water Performance, LLC employee is to be permitted to operate a watercraft owned by the individual signing this waiver Blue Water Performance, LLC is not liable for any damage or injury that may occur while operating said watercraft.
4. I HEREBY ACKNOWLEDGE THAT RIDING A BOAT OR PERSONAL WATERCRAFT OR BEING TOWED ON A WATER-SKI, WAKEBOARD, OR SURF-BOARD LINE ENTAILS INHERENT RISK. IN CONSIDERATION OF THE ABOVE, I HEREBY AGREE TO ASSUME THE ENTIRE RISK OF ANY ACCIDENTS OR PERSONAL INJURY, INCLUDING DEATH, WHICH I MIGHT SUFFER DURING SUCH USE AND I GIVE, IN MY NAME AND THE NAME OF ANY HEIRS, SUCCESSORS, BENEFICIARIES, OR OTHER LEGAL REPRESENTATIVES, A FULL AND FINAL RELEASE AND DISCHARGE TO BLUE WATER PERFORMANCE, LLC. AND THE SPORTS DOCK, FOR ANY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, AND DAMAGE TO PROPERTY THAT I OR THE CHILD MAY NOW HAVE OR MAY HEREAFTER HAVE RESULTING FROM OR BECAUSE OF ANY CAUSE, MATTER OR THING WHATSOEVER ARISING FROM THE MANUFACTURE, DESIGN OR USE OF THE BOAT, PERSONAL WATERCRAFT, WATER-SKI, WAKEBOARD, OR SURFBOARD, WHETHER DUE TO NEGLIGENCE OR NOT.
5. I, THE UNDERSIGNED FURTHER DECLARE THAT I AND THE CHILD ARE BOTH IN EXCELLENT HEALTH WITH NO KNOWN PHYSICAL HANDICAPS WHICH WOULD HINDER MY ABILITY OR THE ABILITY OF THE CHILD TO BE TOWED FROM A BOAT OR PERSONAL WATERCRAFT, WHETHER ON WATER-SKIS, A WAKEBOARD, OR A SURFBOARD. I FURTHER DECLARE THAT BOTH I AND THE CHILD ARE KNOWLEDGEABLE OF AND HAVE BEEN ADEQUATELY INSTRUCTED ON THE USE OF THE WATER-SKIS, WAKEBOARD, AND/OR SURFBOARD THAT I OR THE CHILD WILL BE USING AND THAT I AM SATISFIED WITH THE SAFETY FEATURES OF ALL EQUIPMENT WHICH I SHALL BE USING. I AND THE CHILD FURTHER DECLARE THAT WE HAVE EACH READ, UNDERSTOOD, AND HAVE VOLUNTARILY EXECUTED THIS RELEASE AND WAIVER OF LIABILITY AND FURTHER AGREE THAT NO OTHER REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I HAVE OR WILL BE PAYING BLUE WATER PERFORMANCE LLC FOR ALL SERVICES PROVIDED.

**I, THE UNDERSIGNED, HAVE READ AND UNDERSTOOD  
THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**I, THE UNDERSIGNED, HAVE READ AND UNDERSTOOD THIS RELEASE AND  
WAIVER OF LIABILITY AGREEMENT**

Parent/Legal Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_