

**DIVORCE LAKE WATERSKI CLUB
THIS IS A RELEASE**

INSTRUCTIONS:

- 1) Applicants age 18 and over, complete Part "A" only;
- 2) Applicants under age 18 must have parent or guardian complete Part "A" and "B."

PART "A" --- WAIVER & RELEASE FROM LIABILITY

In consideration of being permitted to enter any Common Areas of Divorce Lake for the purpose of water skiing, boating, or any related activity, EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin

(collectively, the "Releasor") acknowledges, agrees, and represents that he/she has, or will immediately upon entering any of such areas,

and will continuously thereafter, inspect all such areas and portions thereof in which he/she enters and within which he/she comes in

contact, and he/she does further warrant that his/her entry upon such areas and his/her participation, if any, in any such activities

constitutes an acknowledgment that he/she has inspected such area and that he/she finds and accepts the same as being safe and

reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if any time he/she is in or about areas and

he/she feels anything to be unsafe he/she will immediately advise an official of the Divorce Lake Waterski Club and will immediately leave

the area(s).

**1. RELEASOR HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE
DIVORCE LAKE WATERSKI CLUB**

nor its directors, nor its officers, nor any of its members (collectively

"Releasees") and will release from all liability to Releasor for any and all damage and any claim or demands therefore on

account of injury to person or property or resulting in death of Releasor, whether caused by the negligence of the Releasees or

otherwise while the undersigned is in or upon the Common Areas.

2. RELEASOR HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees, each of

them, from any loss, liability, damage, or cost that may be incurred due to the presence of Releasor in or upon the Common

Areas or in any way using said facilities for any purpose.

3. RELEASOR HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR

PROPERTY DAMAGE due to the negligence of the Releasees or otherwise while in or upon the Common Areas and/or while

using said facilities for any purpose.

4. RELEASOR EXPRESSLY ACKNOWLEDGES AND AGREES that activities in the Common Areas are dangerous and

involve the risk of serious injury and/or death and/or property damage. Releasor further expressly agrees that the foregoing

release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of

Alabama, and that if any portion thereof is invalid, it is agreed that the balance shall notwithstanding continue in full legal force

and effect.

RELEASOR HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement

have been made.

SIGNED BY : _____

(Signature)

(Mailing/Street Address)

(Print Name)

(City, State, Zip)

DATED: _____

(Phone)

PART "B" --- PARENT/GUARDIAN WAIVER & RELEASE FROM LIABILITY: (If the applicant is under 18 years of age, the

parent(s) or guardian(s) must execute, in addition to the above, this following waiver):

The undersigned referred to as the parent, natural guardian, or legal guardian of

_____, does

herby represent that he/she is, in fact, the legally authorized to act in such capacity and is acting in such capacity to agree to save and

hold harmless and indemnify each and all of the parties, herein referred to above as Releasees, from all liability, loss, cost, claim, or

damage whatsoever as may be imposed upon said Releasees because of any defect in or lack of such capacity to so act and release said

Releasees on behalf of the undersigned.

SIGNED BY: _____

(Parent/Guardian's Signature)

(Print Minor(s) Name(s))

(Print Parent/Guardian's Name)

(Relationship to Minor(s))

DATED: _____