

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____
("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at Fair (the "Fair"):

(Description of activities, which Participant will engage in)

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here:_____

As consideration for being permitted by the Fair, the State of California ("State"), the County of _____ (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

If Signed: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant and that the Participant understood them.

Agree to Terms and Conditions

Initials _____

Jet Ski Rules

- Must be 18 years old to operate.
- No alcohol. It is against the law to operate a vessel while under the influence of intoxicating liquor or drugs.
- No water craft may be operated on the lake after park closing hours.
- Everyone on a jet ski must wear a life jacket.
- Be aware of buoys and follow ALL lake rules.
- Jet Ski key should alway be clipped to life jacket when riding.
- Jet Ski should never be left unattended.
- 352 lb max per jet ski.
- Smaller passengers must ride in the back.
- If machine capsizes, rolls over, turn back over as soon as possible. Board water craft from rear, one at a time.
- You are responsible for any damage to the water craft during the rental or items lost/stolen.
- You must stay within site of the rental facility at all times.
- Insurance is required, if watercraft is damaged/wrecked/totaled you could be liable up to \$30,000.00.
- Failure to comply with above rules will result in termination of rental with no refund.
- Ride safe, with caution and **ENJOY!**

Executed at _____, California
on , date _____

SIGNED BY RENTER

Signature

Date: _____

SIGNED BY COMPANY REP

Signature

Date: _____