



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT OF NZJSBA EVENTS

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in anyway in the EVENT(s) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any restricted area requiring special authorisation, credentials or permission to enter or any area which admission by the general public is restricted or prohibited including but not limited to the competition area), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs and next of kin:

1. Acknowledges, agrees and represents that he or she has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he or she enters. He or she further agrees and warrants that if at any time he or she is in or about RESTRICTED AREAS and sees anything to be unsafe, he or she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuses to participate further in the events(s).
2. HEREBY RELEASE, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the New Zealand Jet Sport Boating Association (NZJSBA), the promoters, participants, racing associations, other sanctioning organisations, or any subdivisions thereof, track operators, course owners, officials, riders, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, powers or lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants, and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents, and employees, all for the purpose herein referred to as "Releasees". FROM ALL LIABILITY TO CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OR THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OR THE RELEASEES OR OTHERWISE.
5. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk or serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAYBE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OR THE RELEASEES.
6. HEREBY agrees that this Release and Waiver Liability, Assumption of Risk 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 is permitted by the laws of the area in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED grants permission to the New Zealand Jet Sport Boating Association, sponsors, event sponsors, event promoters and their assigns, to use their voice and/or likeness, photographs or their personal watercraft in advertising and promotion material, feature use including radio, television, motion picture film, video tape, newspapers, magazines, programmes and all other media in connection with advertising and purposes of trade, and agrees to display sponsor and NZJSBA emblem on the chest of riders' vests or racing uniform, and the sponsor and NZJSBA decal on both sides of the personal watercraft while competing on any NZJSBA EVENT(S).

THE UNDERSIGNED IS A MEMBER IN GOOD STANDING OF THE NZJSBA AND/OR HAS APPLIED FOR MEMBERSHIP IN THE NZJSBA, and agrees to abide by the NZJSBA rules as set forth in the NZJSBA Official Competition Rule Book, as these rules may be amended or interpreted from time to time.

I HAVE FULLY READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND THE TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

LEGAL PARENT / GUARDIAN SIGNATURE (If rider under 18):

RIDERS LEGAL SIGNATURE : NZJSBA LICENCE NO. :

RIDERS LEGAL SIGNATURE : NZJSBA LICENCE NO. :

RIDERS LEGAL SIGNATURE : NZJSBA LICENCE NO. :

RIDERS LEGAL SIGNATURE : NZJSBA LICENCE NO. :

DATE: