

2010 WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY

*** * WARNING: BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO SUE FOR ANY INJURY OR DAMAGES HOWSOEVER CAUSED * ***

To The Lakes at KastynStone, Rick & Marsha Alsip, (hereinafter referred to collectively as "The Company") and employees, representatives, officers and agents (hereinafter referred to collectively as "The Company Employees"),

I, _____ hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precondition to my participation in water skiing, wakeboarding, and/or related activities organized by the "The Company" and conducted by "The Company" and/or "the Company's employees", and in further consideration of the "Company" allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption of Risk and Indemnity Agreement (hereinafter referred to as "The Agreement").

2. I acknowledge that water-skiing, wakeboarding and related water activities involve INHERENT RISKS that may cause SERIOUS INJURY AND POSSIBLY DEATH TO PARTICIPANTS. I further recognize that the nature of this facility involves ADDITIONAL RISKS AND DANGERS.

3. I fully understand the risks and dangers associated with my participation in this activity and ACCEPT THE SAME ENTIRELY AT MY OWN RISK.

4. I hereby WAIVE ANY AND ALL CLAIMS which I may have against "The Company" and "The Company Employees" and RELEASE "The Company AND EMPLOYEES from ALL LIABILITY for injury, death, property damage or any other loss sustained by me as a result of my participation in this activity, DUE TO ANY CAUSE WHATSOEVER including, without limitation, negligence on the part of the "The Company" or "The Company Employees". I further AGREE TO INDEMNIFY "The Company" and "The Company Employees" for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them.

5. I appreciate that This Agreement applies whether "The Company" is at fault or not and it limits the liability of "The Company Employees" to the same extent as it limits the liability of "The Company" even though "The Company Employees" are not formal parties to This Agreement. I understand that "The Company", in securing execution of This Agreement by myself, is acting as agent or trustee on behalf of or for the benefit of "The Company Employees", who shall to this extent be or be deemed to be parties to This Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "THE COMPANY" OR "THE COMPANY EMPLOYEES" AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

DATE: _____ WITNESS: _____

NAME: _____ SIGNATURE: _____

ADDRESS: _____

Person & Phone # to call in event of emergency _____