

MACKINAW PARASAILING

866-436-7144 • 201 S. Huron, Mackinaw City, MI 49701 • 253 S. State, St. Ignace, MI 49781 • 7271 Main St., Mackinac Island, MI 49757

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

Notice - By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement: In consideration of being allowed to use the facilities, vessels, and participate in parasailing and other activities (collectively the "Activities") provided by Harrisville Watersports, Inc. dba Mackinaw Parasailing (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant's participation in the Activities or the use of any Equipment provided by the Host ("Equipment");
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death. These inherent risks include, but are not limited to, operator, captain, and/or crew error, changing weather conditions, and equipment failure;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and use of the Equipment. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury death, or expense that he Participant (or his/her next of kin) may suffer, arising out of participation in Activities and/or use of the Equipment.

Photography/Video Release: Participant hereby grants to the Host, its representatives, and employees the right to take **photographs/videos of Participant** in connection with Participant's participation in the Activities. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Personal Responsibility: The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or legal guardian(s) understand the Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment, facilities, and vessels before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant and/or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participants personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of this Agreement shall remain binding and available for use by the Host and its counsel in any preceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THE BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant's Name: _____
PRINTED

Participant's Address: _____

Participant's Signature: _____

Date: _____

Parent / Legal Guardian Name: _____
PRINTED

Parent / Legal Guardian Signature: _____

Date: _____

MACKINAW PARASAILING BOARDING TICKET

Date _____

Time _____

(Single)
600 Ft. Para-Sail Ride \$ _____

(Double)
600 Ft. Para-Sail Ride \$ _____

(Triple)
600 Ft. Para-Sail Ride \$ _____

Observer \$ _____

Go Pro \$ _____

4 x 6 Picture \$ _____

Digital Photo Package \$ _____

T-Shirt \$ _____

Long Sleeve \$ _____

Sub Total \$ _____

3% Card Fee \$ _____

Total Amount \$ _____

Cash Credit Card Debit Card