

Event Name, Date and Description (the "Event"):

Participant Name: \_\_\_\_\_ Emergency Contact Info: \_\_\_\_\_

If Participant is a Minor, Name of Parent and/or legal guardian: \_\_\_\_\_

Address: \_\_\_\_\_

**WAIVER AND RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF THE RISK**

Please review the terms and conditions of this waiver and release of liability carefully. This waiver and release of liability is a contract between you and Neon Wave, LLC d/b/a Canandaigua Sailboard, a New York limited liability company, together with HHP Phase 3 Retail, LLC, a New York limited liability company, Historic High Point Retail, LLC, a New York limited liability company, Rainaldi Real Estate, Inc., a New York corporation, Rainaldi Bros., Inc., a New York corporation, Pinnacle North LLC, and any parents, affiliates, subsidiaries, employees, officers, members, successors, assigns and agents thereof (collectively, the "Released Parties") and it governs your participation in the Event. If you agree to be bound by this waiver and release of liability, sign this agreement. If you do not agree, then do not sign and you will not participate in the Event.

IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN THE EVENT, I AGREE TO ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION.

I UNDERSTAND THAT BOATING, WAKEBOARDING, WATERSKIING, SURFING, SKIING, SNOWBOARDING, RACING/COMPETING, AND ALL OTHER ACTIVITIES AT THE EVENT CAN BE DANGEROUS AND INVOLVE THE RISK OF PHYSICAL INJURY OR DEATH. I understand that risks related to the Event include but are not limited to: falling or loss of balance; collision with natural or man-made objects or other people; tree wells, stumps, holes, debris, varying visibility, storms, lightning, snow and other adverse weather and other; equipment malfunction, failure, or damage; improper use or maintenance of equipment; limited access to and/or delay of medical attention. Also, I understand that by participating in the Event, I may be using public streets, facilities, parks and trails where many hazards exist, and I am aware of and appreciate the risks which may result from such use. I am also aware that accidents or illness can occur during the Event and that I may be seriously injured or killed as a result. I acknowledge full and sole responsibility for my own medical expenses, and I am responsible for any and all medical expenses incurred on my behalf. I authorize the Released Parties to secure medical assistance on my behalf and at my expense. I know of no physical or mental limitations which may restrict my participation in the Event. I RECOGNIZE THESE RISKS AND ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE EVENT WITH AN EXPRESS AND FULL ASSUMPTION OF THE DANGER AND ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR THE NEGLIGENCE OR DELIBERATE ACT OF ANOTHER PERSON, INCLUDING BUT NOT LIMITED TO THE RISKS OF DEATH, FALLING, DISABILITY, INJURY, LOSS, DAMAGES, THE UNAVAILABILITY OF MEDICAL CARE, OR OTHERWISE, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, INDEMNIFY AND AGREE NOT TO SUE THE RELEASED PARTIES AND ALL AFFILIATED ORGANIZATIONS, INDIVIDUALS AND ENTITIES, DESIGNATED BENEFICIARIES, SPONSORS, FIRST-AID VOLUNTEERS, OFFICIALS, PARTICIPATING COMMUNITIES, ORGANIZATIONS, AND ALL OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, SUCCESSORS, AND ASSIGNS FOR ANY DAMAGES, NOW KNOWN OR HEREAFTER KNOWN, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE, MEDICAL BILLS, LOST WAGES, PAIN AND SUFFERING, LOSS OF CONSORTIUM, EMOTIONAL DISTRESS, ATTORNEYS' FEES

AND COURT COSTS, ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN THE EVENT, EVEN THOUGH THIS LIABILITY MAY ARISE THROUGH NO FAULT OF MY OWN OR FROM THE NEGLIGENCE OR CARELESSNESS ON THE PART OF THE PERSONS OR ENTITIES BEING RELEASED OR FROM DANGEROUS OR DEFECTIVE PROPERTY OR EQUIPMENT OWNED, MAINTAINED OR CONTROLLED BY THEM OR FROM LIABILITY WITHOUT FAULT.

Except for disclaiming liability for which the Released Parties is prohibited from disclaiming under law, the Released Parties hereby disclaim any and all liability and warranties for the Event and I understand and agree to the Released Parties' disclaimer of all liabilities and warranties. I agree that all matters arising out of or relating to this Waiver and Release shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

**I HEREBY VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR LITIGATION INVOLVING THE EVENT OR THE RELEASED PARTIES.**

I agree to allow my image, name, likeness and voice to be used and published in any media format worldwide in connection with the Event or the Released Parties. I understand that in the event that any one or more of the provisions contained in this Waiver and Release shall, for any reason, be held to be invalid, void, illegal or unenforceable in any respect, such invalidity, voidness, illegality or unenforceability shall not affect any other provision of this Waiver and Release and the remaining portions shall remain in full force.

USE OF A HELMET AND OTHER SAFETY GEAR IS STRONGLY RECOMMENDED. Also, I agree to follow and comply with all rules for participating in the Event and accept any equipment from Released Parties "AS IS" and WITH NO WARRANTIES, express or implied.

I declare that I am eighteen (18) years old and legally competent to sign this Waiver and Release. I understand that these terms are legally binding, and I have signed this document of my own free act and I understand that is Waiver and Release will also bind my heirs, successors and assigns.

**BY SIGNING BELOW I HEREBY WAIVE, RELEASE AND EXEMPT THE RELEASED PARTIES FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY PERSONAL INJURY INCLUDING DEATH, PROPERTY DAMAGE OR ANY OTHER CAUSE OF ACTION, HOWEVER CAUSED, INCLUDING THOSE CAUSED BY NEGLIGENCE OR INTENTIONAL ACTS, PASSIVE OR ACTIVE.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**IF PARTICIPANT IS A MINOR, A PARENT OR GUARDIAN MUST ACCOMPANY THE MINOR WHILE PARTICIPATING IN THE EVENT AND MUST SIGN THIS WAIVER AND RELEASE ON THE PARENT/GUARDIAN'S BEHALF AND ON THE MINOR'S BEHALF.** The above minor Participant has my permission to participate in the Event. I have read and agree to the Waiver and Release on behalf of the minor Participant as well as myself.

Signature of Legal Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Participant's Legal Guardian: \_\_\_\_\_

Phone Number: \_\_\_\_\_