



2021 EastCoastWatercross: Release, Assumption of Risk

PARTICIPANTS MUST INITIAL ALL PLACES. BOTH MINORS AND GUARDIANS MUST INITIAL.

THIS IS A FOUR PAGE DOCUMENT. I INTEND TO BE BOUND BY THE CONTENTS ON ALL PAGES OF THE DOCUMENT. I DID NOT INITIAL THIS SECTION UNTIL I READ ALL OF THE DOCUMENT AND THEN DECIDED TO BE BOUND TO THE ENTIRE CONTENTS OF THE DOCUMENT: _____

THIS AGREEMENT IS A RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR IJSBA EVENTS. BY SIGNING THIS AGREEMENT I AM MAKING THE DECISION TO GIVE UP RIGHTS I MAY HAVE HAD BEFORE SIGNING THIS AGREEMENT: _____

EVENT ORGANIZERS MAY BE NEGLIGENT. I AM DECLARING THAT I WANT TO PARTICIPATE IN AN EVENT WHERE NEGLIGENCE IS A POSSIBILITY AND, EVEN WHERE NEGLIGENCE HAS HAPPENED, I HAVE AGREED NOT TO SEEK RECOVERY FOR ANY SUCH NEGLIGENCE AS I HAVE RECOGNIZED THAT I AM ACCEPTING THE RISK OF BEING HARMED BY NEGLIGENCE: _____

I RECOGNIZE THAT THE INFORMATION AND PERCEPTIONS I MAY HAVE REGARDING HOW LIKELY I AM TO BE INJURED OR KILLED DURING A PERSONAL WATERCRAFT EVENT MAY BE BASED ON LIMITED EXPOSURE INCLUDING ADVERTISEMENTS AND SOCIAL MEDIA BROADCASTS WHICH ONLY PORTRAY THE POSITIVE NATURE OF PERSONAL WATERCRAFT. THE ACTIVITY OF OPERATING A PERSONAL WATERCRAFT IN A COMPETITIVE EVENT IS FAR MORE DANGEROUS THAN CAN POSSIBLY BE ANTICIPATED BY VIDEOS PORTRAYING THE ACTIVITY: _____

I UNDERSTAND THAT PWC EVENTS ARE HAZARDOUS AND THAT I OWE A DUTY TO MYSELF AND OTHERS TO BE DILLIGENT IN BOTH REPORTING AND MITIGATING DANGERS : _____

I assume the risk of serious injury or death. Personal Watercraft Endurance Racing is a high speed activity where numerous persons are navigating a wide open course in an aggressive manner. Personal Watercraft do not have brakes, water spray frequently causes limited visibility, and changing water conditions make for an inconsistent atmosphere in all parts of the race course. Collisions are frequent as are mechanical failures, spin outs, loss of control, and mental errors. Personal Watercraft are high speed machines that can be dangerous to operate and operating on a race course with numerous other watercraft is extremely dangerous. There are high risks of collisions near buoys and the shoreline. High winds, and other weather conditions, can cause water conditions that substantially increase the risk of injury or death that already exists with Personal Watercraft competitions. Stock categories of racing are not lower risk alternatives to categories of racing that allow major modifications. Navigating, and competing, through a closed course risks collisions with other competitors. Freestyle activities carry the same risks and high degree of danger just like closed course racing.

THIS EVENT LIKE ALL PUBLIC GATHERINGS RUN THE RISK OF COVID-19 INFECTIONS AND I AM ATTENDING THIS EVENT FULLY AWARE AND ACEPTING THE RISK OF CONTRACTING A VIRUS.

It is a strong possibility that I will be injured, killed, or contract COVID-19 or another similar virus while attending or participating in a Personal Watercraft competition and I still chose to participate in this event despite this possibility: _____ (Initials).



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IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any restricted area requiring special authorization, 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 including the race path in the public waterway), I, THE UNDERSIGNED AND 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 feels anything to be unsafe, he or she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).

2. Acknowledge that this event is not produced by the IJSBA but rather to by an independent promoter who has licensed IJSBA rules and policies for adjudicating competitions. The Promoter producing this event is responsible for all safety aspects of those events. The skill levels, speeds, track size, experience/inexperience of participants may be drastically different from other sanctioned events and there may be a higher frequency of aggressiveness and competitiveness as well as a higher degree of inexperienced competitors who are more prone to errors. There is no warranty or guarantee that competitors' actual skill matches the skill designated on their license and/or classification.

3. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the International Jet Sports Boating Association, Inc. (IJSBA), Christopher Yates <info@eastcoastwatercross.com>, the promoters, participants, racing associations, other sanctioning organizations, or any subdivisions thereof, track operators, course owners, officials, riders, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners 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 purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, next of kin, employers, employees, dependents, trustees, and executors of any trust or estate FOR ANY AND ALL LOSS OR DAMAGE, AND ANY 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.

_____ My initials indicate the acceptance of all terms contained in the entire document.



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4. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY ECONOMIC OR NON-ECONOMIC LOSS, LIABILITY, DAMAGE OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

5. 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 OF THE RELEASEES OR OTHERWISE.

6. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES. Rescue efforts may be delayed, inefficient, or absent in closed course races especially when there are more than one emergency on the track at once.

7. HEREBY AGREES that this Release and Waiver of 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 Province or State 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. RESCUE EFFORTS IN SURF CONDITIONS MAY INVOLVE A HIGHER DEGREE OF ERRORS.

8. HEREBY UNDERSTANDS that the International Jet Sports Boating Association does not provide competitors or participants with any insurance policy against accidents, injury, or death. IJSBA Strongly advises competitors to obtain, before participating in a competition, medical insurance that covers injuries sustained during competition. As a condition to participating in this event, I hereby state that any disputes I have with this organizer, IJSBA, or any other event organizer sanctioned by IJSBA is resolved to my satisfaction and I hereby revoke, forfeit, disclaim, nullify, and agree to dismiss any and all claims against IJSBA and any IJSBA organizers so that I may continue with my participation in IJSBA Sanctioned events as a satisfied competitor. The IJSBA and any IJSBA promoters may use this agreement as proof of my agreement that any previous disputes are now resolved by accord and satisfaction and that anyone, including myself, who brings a claim for any dispute between myself and IJSBA, or any IJSBA organizer, as estoppel to end any enforcement of any rights I may have to any dispute prior to this date. I MUST PAY FOR ALL OF MY OWN MEDICAL EXPENSES IF I AM INJURED.

9. HEREBY ACKNOWLEDGES that the undersigned had an opportunity to negotiate the terms of this document and that the organizer could be petitioned to offer different types of events where the undersigned could have participated under different terms and conditions.

_____ My initials indicate the acceptance of all terms contained in the entire document.



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10. HEREBY ACKNOWLEDGES that there are different qualities to East Coast Watercross events than may exist in other types of personal watercraft competition. In this race, an often smaller field of competitors are on the same course at the same time which may mean that less experienced competitors will be competing with highly skilled competitors who may be able to sustain significantly higher speeds and adjust their trajectory even more rapidly than the average watercraft operator. IJSBA does not warrant that the skill level depicted on a competitor's membership card is an accurate depiction of their ability to operate a high speed personal watercraft without error. It is entirely possible that recreational riding cannot prepare a racer for the dangers on a race course. Fatigue, boredom, exhaustion, and other human body conditions can decrease an individual's ability to perform optimally. It should be expected that error frequency may increase over the course of a competition day as fatigue and attrition increases.

11. THE UNDERSIGNED grants permission to the International Jet Sports Boating Association, Inc., sponsors, event sponsors, event promoters and their assigns, to use their voice and/or likeness, photographs and photographs of their personal watercraft in advertising and promotion material, feature use including radio, television, motion picture film, video tape, newspapers, magazines, programs and all other media in connection with advertising and purposes of trade, and agrees to display sponsor and IJSBA emblem on the chest of rider's vest or racing uniform, and the sponsor and IJSBA decal on both sides of the personal watercraft while competing in any IJSBA event. THE UNDERSIGNED IS A MEMBER IN GOOD STANDING OF THE IJSBA AND/OR HAS APPLIED FOR MEMBERSHIP IN THE IJSBA, and agrees to abide by the IJSBA rules as set forth in the IJSBA Official Competition Rule Book, as these rules may be amended or interpreted from time to time. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS 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 TO THE FULLEST EXTENT ALLOWED BY LAW. BY SIGNING THIS DOCCUMENT I AM ACCEPTING A VERY HIGH RISK OF INJURY OR DEATH AND AM GIVING UP SIGNIFICANT LEGAL RIGHTS IN RESPECT TO DISPUTES I MAY HAVE/HAVE HAD. MY GOAL IS TO WAIVE ALL LIABILITY RIGHTS.

FREESTYLE COMPETITION IS AS DANGEROUS AS CLOSED COURSE RACING IF NOT MORE SO.

Competitor/Participant's Legal Signature: _____ Date: _____

I am the legal agent for the minor participant and have carefully explained the risks to the minor. The minor and myself have discussed this document and agree to all of the terms.

I AUTHOTIZE THE MINOR PARTICIPANT TO MAKE UNSUPERVISED DECISIONS AND STATEMENTS DURING THE COMPETITION PROGRAM WHICH WILL BE BINDING UPON US.

Legal Parent/Guardian Signature (if rider under 18): _____ Date: _____