**Declaration, Waiver and Release Form**

For, and in consideration of, the International Water Ski and Wakeboard Federation (the **IWWF**) accepting my application, and permitting me, to participate and compete in the IWWF Cableski Competition (CC) \_\_\_(competition name)\_\_\_, I, the undersigned, for and on behalf of myself, my heirs, executors and administrators, do hereby irrevocably and unconditionally warrant, represent and undertake to the IWWF as follows:

Any and all information provided and/or disclosed by, or on behalf of, myself to the IWWF (including any officers, employees and representatives thereof) for the purpose of considering and evaluating my application for participation and competition in the CC is true, correct and accurate;

I have fully read and understood the rules and regulations of participation and competition in the CC (a copy of which has been made available to me) and I do hereby covenant with, and undertake to, the IWWF to at all times fully comply with, and abide by, the same;

I am in good physical and mental health and I am physically capable of competing and participating, and fully competent to participate and compete, as a competitor in the CC and that I have not been certified and/or advised otherwise by any qualified medical practitioner;

I do hereby authorise any and all physicians, paramedics and other medical personnel and practitioners procured by, or on behalf of, the IWWF to administer first aid treatment or any medical treatment, surgery or transportation in the event of any illness, accident or injury suffered and/or sustained by me at any time during my participation and competition in the CC (or any part thereof) and hereby indemnify, and shall keep fully and effectively indemnified, the IWWF (including all officers, employees and representatives thereof) upon demand from and against any and all claims, liabilities, demands, costs and expenses of whatsoever nature incurred and/or suffered by the same (or any of them) and arising from, and/or in connection with, the procurement and administration of such medical treatment and transportation in relation to any such illness accident or injury suffered and/or sustained by me;

I acknowledge, agree and confirm that participating and/or competing as a competitor in the CC (or any part thereof) involves inherent risks and dangers of accidents, personal and bodily injury and property loss or damage and that by signing and completing this Declaration, Waiver and Release Form, I fully understand and have considered and evaluated the nature, scope and extent of the risks involved, and voluntarily and freely choose to assume these risks;

I hereby grant to the IWWF (including its lawful successors and assigns) the sole and exclusive right and licence, in perpetuity and throughout the world and without any compensation whatsoever to me, to use, reproduce, publish and/or exploit, my name, nickname, likeness, image, logos, get-ups, initials, voice, slogan and signatures developed from time to time, reputation, graphical representation, electronic, animated or computer generated representation and any other representation (in any medium whatsoever), right of association, biographical information and other indicia, and any other right or property in my performances, in any media whatsoever, for any purposes whatsoever relating to, and/or in connection with, the IWWF and/or the CC (or any part thereof) and I shall do all such things (including, without limitation, the execution of appropriate legal documentation) as the IWWF may, from time to time, require to give legal and binding effect to the aforementioned grant of rights;

I irrevocably acknowledge, agree and confirm that the IWWF reserves the right, at its sole and absolute discretion, to disqualify me from participation and/or competition in the CC (or any part thereof) if I am in breach of any of the warranties, representations and/or undertakings set out in this Declaration, Waiver and Release Form and/or for any reason whatsoever the IWWF considers just and proper, and in the event of any such disqualification, I shall not be entitled to any compensation of any nature whatsoever from the IWWF.

I hereby release, hold harmless, protect, indemnify and forever discharge the IWWF (including its officers, employees and representatives), the CC and all commercial partners thereof, from and against any and all claims, demands, liabilities, costs and expenses of any nature whatsoever, whether direct or consequential, suffered and/or incurred by the IWWF (including its officers, employees and representatives), the CC and/or all commercial partners thereof and arising from, and/or in connection with:

Any breach of any of the warranties, representations and/or undertakings given by me as set out hereunder; and/or

my participation and/or competition in the CC (or any part thereof).

**Declaration**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the **Competitor**), do hereby declare that I have read and fully understood the terms and conditions of this Declaration, Waiver and Release Form *and that I have had the opportunity to discuss the same with my parent / guardian[[1]](#footnote-1)\** and that I agree to be bound by the said terms and conditions of the above agreement with the IWWF.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Date:

**Declaration of Parent / Guardian**

(Applicable only if the Competitor is, on the date of signing the Declaration, Waiver and Release Form, under the age of 18 years)

I, the undersigned, am the *parent / guardian[[2]](#footnote-2)\** of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **Competitor**) and I do hereby irrevocably and unconditionally:

* 1. warrant, represent and undertake to the IWWF that I have read and fully understood the terms and conditions of the Declaration, Waiver and Release Form and have discussed with, and explained such terms and conditions to, the Competitor and I agree to, and will cause the Competitor to fully abide by, and comply with, all of the terms and conditions of the Declaration, Waiver and Release Form; and
  2. covenant with, and undertake to, the IWWF not to take, nor permit to be taken, any action(s) nor omit to do anything that would assist or cause the Competitor to invalidate, renounce, negate, revoke or disclaim any part of the Declaration, Waiver and Release Form, and
  3. warrant, represent and undertake to the IWWF that by signing the Declaration, Waiver and Release Form, neither the Competitor and/or myself is/are in breach of any other arrangement(s) (whether contractual or otherwise) with any third party, and
  4. agree to be liable for, and will indemnify the IWWF (including its officers, employees and representatives), the CC and all commercial partners thereof from and against, any and all claims, demands, liability, loss, damages, costs, and expenses of any nature whatsoever, whether direct or consequential, suffered and/or incurred by the IWWF, the CC and all commercial partners thereof, whether direct or consequential, any arising from, and/or in connection with:
     + 1. any breach of any of the warranties, representations and/or undertakings given by the Competitor in the Declaration, Waiver and Release Form; and/or
       2. the Competitor’s participation and/or competition in the CC (or any part thereof).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Name of *Parent / Guardian\**:

Date:

Signed in the presence of:

**Witness:**

Name:

Address:

Occupation:

1. \* Delete if the Competitor is, on the date of signing the Declaration, Waiver and Release Form, over the age of 18 years [↑](#footnote-ref-1)
2. \* Delete as appropriate [↑](#footnote-ref-2)