

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT OF NZJSBA EVENTS



IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in anyway in the EVENT(s) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any restricted area requiring special authorisation, 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), 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 fees anything to be unsafe, he or she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuses to participate further in the events(s).
2. HEREBY RELEASE, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the New Zealand Jet Sport Boating Association (NZJSBA), the promoters, participants, racing associations, other sanctioning organisations, or any subdivisions thereof, track operators, course owners, officials, riders, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, powers 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 purpose herein referred to as "Releasees". FROM ALL LIABILITY TO 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.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OR THE RELEASEES OR OTHERWISE.
4. 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 OR THE RELEASEES OR OTHERWISE.
5. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk or serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAYBE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OR THE RELEASEES.
6. HEREBY agrees that this Release and Waiver 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 area 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.

The Motor Sport of Personal Water Craft Racing is an extreme sport. Competitors may reach high speeds and be in close contact with other craft on and around the course. It is a requirement for ALL competitors to read the following safety precautions and understand them fully.

To compete at any New Zealand Jet Sport Boating Association Sanctioned Event competitors MUST wear;

- o a safety approved PFD (Life Jacket to Type I or Type III US Coastguard Standards)
- o a safety approved Helmet (DOT or Snell approved)
- o Protective footwear, back and eye protection are recommended.

Competitors will not be permitted to race if it is suspected he/she may be under the influence of alcohol or drugs. It is forbidden for anyone to consume alcoholic beverages in the pit area or any area under official control.

All competitors must race in a sportsman-like manner and must not exhibit dangerous manoeuvres that will put any other competitor, race official or spectator at risk.

The appointed Race Director has full control over the said event. He/she is responsible for the conduct of the race/event. Any competitor or crew found to be abusing any official will be disciplined.

In signing the entry/release a rider elects to use the course of the event at their own risk and therefore acknowledges that there may be both known and unknown risks.

A competitor is responsible for the overall condition of his/her craft. All craft being used in any sanctioned event may be subject to a pre race technical inspection. They must have a lanyard type engine stop switch (excluding freestyle events). All watercraft must have a permanently affixed nose bumper. Craft must not have any sharp objects on the ski that could contact and injure any other rider.

Having read and understood all of the above;

THE UNDERSIGNED grants permission to the New Zealand Jet Sport Boating Association, sponsors, event sponsors, event promoters and their assigns, to use their voice and/or likeness, photographs or their personal watercraft in advertising and promotion material, feature use including radio, television, motion picture film, video tape, newspapers, magazines, programmes and all other media in connection with advertising and purposes of trade, and agrees to display sponsor and NZJSBA emblem on the chest of riders' vests or racing uniform, and the sponsor and NZJSBA decal on both sides of the personal watercraft while competing on any NZJSBA EVENT(S).

THE UNDERSIGNED IS A MEMBER IN GOOD STANDING OF THE NZJSBA AND/OR HAS APPLIED FOR MEMBERSHIP IN THE NZJSBA, and agrees to abide by the NZJSBA rules as set forth in the NZJSBA Official Competition Rule Book, as these rules may be amended or interpreted from time to time.

I have fully read this release and waiver of liability, assumption of risk and indemnity agreement, fully understand the 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 of all liability to the greatest extent allowed by law.

I acknowledge that it is compulsory to attend Riders briefing held before the event start and agree to abide by any official regulations of the said event. I will not commence racing until I understand all rules and regulations as set by the IJSBA and the NZJSBA.

I agree to race in a safe manner that will not put any other competitor, race official or spectator at risk of serious injury or harm. I will not attempt to compete in any event knowing that I have breached any of the above safety regulations.

LEGAL PARENT / GUARDIAN SIGNATURE (If rider under 18):

RIDERS LEGAL SIGNATURE:

DATE:

RIDERS LEGAL SIGNATURE:

DATE:

RIDERS LEGAL SIGNATURE:

DATE: