

Lake McQueeney Ski Bees, Inc.

APPLICATION FOR MEMBERSHIP

(This document affects your legal rights. You must read and understand it before signing.)

Lake McQueeney Ski Bees, Inc., (“Ski Bees”) is a Texas non-profit corporation. A Member of Ski Bees must be an adult. Any person under the age of 18 wishing to participate should be named as a Participant below, and a parent or legal guardian must be the Member. If your family has only 1 participant, check Individual Membership and denote the name of the Member and the name of the Participant (if different from the Member). If your family has 2 or more Participants, check Family Membership and denote the name of the Member and the names of the Participants. Any Member or Participant wishing to participate in Ski Bee events (this includes skiing, driving boats, helping with shows, managing equipment, etc.) must be a member of USA Waterski. USA Waterski memberships are available at www.usawaterski.org.

___ Individual Membership \$50

___ Family Membership \$125

Name of Member: _____

(Note there may only be one Member. If there are minor Participants, the Member must be a parent or legal guardian for such minor Participants.)

Address: _____

City: _____ State: _____ Zip Code: _____

Emergency Contact: _____ Emergency Phone: _____

Home Phone: _____ Cell Phone: _____

Member’s E-mail address: _____

Best method of contact for last minute notices (cancellations, etc.). Please circle one: email cell

Participant’s Name	Birth Date	Male/ Female	Contact Phone Number (if different from above)	T-Shirt Size

Terms and Conditions

The Member, each Adult Participant and the Member on behalf of minor Participants and on behalf of any other parent or legal guardian of any minor Participants, in consideration of Member’s membership in Ski Bees and the Member’s and Participant’s right to participate in Ski Bees activities, hereby acknowledge, agree, promise and covenant with Ski Bees, for ourselves and our heirs, assigns, personal representatives and estate as follows:

ACKNOWLEDGMENT OF RISKS: Participant (which term for the remainder of this document, includes Member and any adult or minor Participant) understands and acknowledges that the Ski Bee’s activities in which a Participant engages in bear certain anticipated and unanticipated risks which could result in injury, death, illness or disease, physical or mental damage to Participant, other persons or property.

ACCEPTANCE OF RISK AND RESPONSIBILITY: Participant voluntarily agrees, covenants and promises to accept and assume all responsibilities and risk for injury, death, illness or disease to Participant, or other persons or property arising from Participant’s participation in the Ski Bees activities. Participant’s participation in Ski Bees activities is purely voluntary; no one is forcing Participant to participate in spite of the risks.

RELEASE AND INDEMNIFICATION: PARTICIPANT VOLUNTARILY RELEASES AND FOREVER DISCHARGES AND COVENANTS NOT TO SUE, ASSERT OR OTHERWISE MAINTAIN ANY CLAIM AGAINST SKI BEES OR ANY OF ITS MEMBERS, DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES (COLLECTIVELY THE “RELEASED PARTIES”), FROM OR FOR ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS OR RIGHTS OF ACTION, WHICH ARE RELATED TO, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED WITH PARTICIPANT’S PARTICIPATION IN SKI BEES ACTIVITIES, INCLUDING, BUT NOT SPECIFICALLY LIMITED TO ANY AND ALL NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY OF THE RELEASED PARTIES FOR ANY AND ALL INJURY, DEATH, ILLNESS OR DISEASE, AND DAMAGE TO PARTICIPANT, THIRD PARTIES OR ANY PROPERTY. PARTICIPANT FURTHER, AGREES, PROMISES AND COVENANTS TO HOLD HARMLESS AND TO INDEMNIFY EACH

OF THE RELEASED PARTIES FROM ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS OR RIGHTS OF ACTION, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEY'S FEES, OR FROM ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE SUFFERED BY PARTICIPANT OR WHICH PARTICIPANT MAY CAUSE TO THIRD PARTIES IN THE COURSE OF PARTICIPANT'S PARTICIPATION IN SKI BEES ACTIVITIES. IN SIGNING THIS DOCUMENT, PARTICIPANT FULLY RECOGNIZES THAT IF ANYONE IS HURT OR DIES, OR PROPERTY IS DAMAGED WHILE PARTICIPANT IS ENGAGED IN SKI BEES ACTIVITIES, PARTICIPANT WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY OF THE RELEASED PARTIES EVEN IF ANY OF THE RELEASED PARTIES NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE. THIS AGREEMENT SHALL BE BINDING UPON THE HEIRS, LEGAL REPRESENTATIVES, EXECUTORS AND ADMINISTRATORS OF THE PARTICIPANT AND IS FOR THE BENEFIT OF THE RELEASED PARTIES.

ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT: Participant understands and acknowledges that Participant has given up certain rights and/or possible claims which Participant might otherwise assert or maintain against the Released Parties, including specifically, but not limited to, rights arising from, or claims for the acts or omissions, fault, negligence in any degree of any of the Released Parties. Participant has assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted against Participant or the Release Parties as a result of Participant's participation in Ski Bees activities.

MEDICAL CARE, PARTICIPANT INSURANCE BENEFITS, REPRESENTATION OF PHYSICAL CONDITIONS AND DRUG TESTING: Ski Bees will not provide any medical insurance coverage to Participant. Participant certifies that Participant has sufficient health, accident, and personal liability insurance to cover any bodily injury or property damage that Participant may incur while participating in Ski Bees activities, and to cover bodily injury or property damage caused to another party as a result of Participant's participation in Ski Bees activities. Participant further acknowledges that Participant is in good physical and mental health, and not suffering from any condition, disease or disablement, which would or could potentially affect participation in Ski Bees activities. Participant gives consent and permission to Ski Bees and any health or emergency care provider to obtain or administer on behalf of Participant, first aid and emergency medical treatment in case of sickness, accident, injury and to secure medical care at Participant=s expense and to make decisions concerning medical. Participant gives consent to drug testing of Participant, upon Ski Bees=s request if Participant is involved in any incident involving injury to Participant, other persons or damage to property. Participant gives consent for drug testing to be performed during the course of any medical care or treatment for Participant.

ENTIRE AGREEMENT: Participant understands that this is the entire agreement between Ski Bees and Participant, that it is for the benefit of all Released Parties, and that it can only be modified in writing signed by Ski Bees. The undersigned are at least 18 years of age, of sound mind, and not under the influence of any drugs or alcohol at this time. The undersigned has read this entire document, understands it completely, and agrees to be bound by its terms.

By signing, the Member represents that Member is the parent or legal guardian of all Participants under the age of 18 and that Member has express authority from any non-signing parent or legal guardian to execute this release on behalf of any minor Participant and such non-signing parent or legal guardian. You will not be a Member unless this application is accepted by an authorized representative of Ski Bees and your initial dues are paid in full. A Participant will not be able to participate in Ski Bees activities without proof of USA Waterski membership.

All **Members** and **Adult Participants** must sign and date.

Signature/Date

Signature/Date

Signature/Date

Signature/Date

Signature/Date

Signature/Date

Accepted By Ski Bees

Ski Bees Signature:	Date:
Receipt of Initial Dues: \$	Date:
Confirmation of Participant=s USA Waterski membership	Date: