

# WAIVER AND RELEASE OF LIABILITY SECTION (ADULTS AND MINORS)

In consideration of being allowed to participate as a water skier and/or in any and all activities, functions or events as a member of the Lake Mohawk Ski Hawk's athletic sports program from April 1, 2024 to March 31, 2025, the undersigned acknowledges and agrees as follows:

- Adult Participants will, prior to participating, inspect the facilities and equipment to be used, and if the participant
  believes anything is unsafe, he or she should immediately advise his or her team supervisor of such condition(s) and
  refuse to participate.
- Parent(s) or Legal Guardian(s) of Minor Participants (under 18) will, prior to permitting any such Minor(s) to
  participate, inspect the facilities and equipment to be used, and if the Parent or Legal Guardian believes anything is
  unsafe, he or she should immediately advise a team supervisor of such condition(s) and refuse to permit such
  Minor(s) participate.
- Participants, Parents and Legal Guardians acknowledge and fully understand that each participant will be engaging
  in activities that involve risk of serious injury, including permanent disability and death, and severe social and
  economic losses which might result not only from their own actions, inactions or negligence but from the action,
  inaction or negligence of others, the rules of play, or the condition of the premises or any equipment used. Further,
  they acknowledge that there may be other risks not known to the Lake Mohawk Ski Hawk's or not reasonably
  foreseeable at this time.
- Participants, Parents and Legal Guardians assume all the foregoing risk and accept personal responsibility for the damages following such injury, permanent disability or death.
- Participants, Parents and Legal Guardians release, waive, discharge and covenant not to sue the Lake Mohawk Ski Hawks, its members, Board of Trustees, volunteers, its affiliated clubs, their respective administrators, directors, agents, coaches, and other employees of the organization, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event, all of which are hereinafter referred to as "releases", from liability to each of the undersigned, his or her heirs and next of kin, for any and all demands, losses or damages on account of injury, including death or damage to person or property caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise.
- Participants, Parents and Legal Guardians explicitly permit the use and release of photographs, videos, and other
  images captured at or around team practices, shows and events, without notice or compensation, on public and
  private websites, magazines, television, newspapers, advertising materials, and other media and social outlets
  including but not limited to the LMSH website and social media, and team members social media.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY:

Minor/s Covered By This Waiver		
Adult Name	Signature	
Adult Name	 Sianature	

## PERMISSION TO RENDER MEDICAL TREATMENT SECTION

(Individual form required for each adult and minor participant)

Participant Names:		
I am in good health and can participate with	out any accommodations. Please initial one of the following:	
Yes No (Initial) (Initial)		
If "No", please describe accommodations (al	lergies, medications, disabilities, etc.)	
For Adult/Parent		
In the event of an emergency, I,	, authorize the following person to act on my behalf:	
Name:	Phone:	
Relationship to participant:		
For Minors		
In the event of an emergency, should I not be	e immediately available at any given practice or team event, I	
	authorize the following person to act on my behalf for my child	
Name:	Phone:	
Relationship to participant:		
emergency medical treatment as is deemed ambulatory treatment, outpatient treatment	In the event of any emergency, I give my consent for I necessary, including, but not limited to on-site and and hospital treatment. I authorize the Lake Mohawk Ski Hawk inators to act on my behalf to select and authorize a physician d treatment.	
Signature of Participant:	Date:	
Signature of Parent or Guardian:	Date:	
Adult Physician Name, Address and Phone _		
Children's Physician Name Address and Pho	ne	

### LAKE MOHAWK SKI HAWKS CODE OF CONDUCT

Membership in the Lake Mohawk Ski Hawks is a privilege. All Lake Mohawk Ski Hawks (LMSH) members and volunteers are expected to follow the LMSH Code of Conduct, in addition to the USA Water Ski & Wake Sports Code of Conduct. All members shall maintain high standards of moral and ethical conduct including but not limited to: Self-control, Responsible behavior and honesty, Consideration for others, Treating people and their property with respect, Physical and emotional well-being, and Good manners in public. Failure to adhere to the Code of Conduct can result in disciplinary measures set forth by the Disciplinary Board of the Lake Mohawk Ski Hawks.

**Safety:** LMSH members are expected to train in a safe manner. It is critical that we all act in a safe manner throughout the season. Ensure your safety and the safety of others by using common sense. If participating in any activity that you are uncomfortable with or you feel is above your ability notify the Show Director immediately. If you see something that you think might be a safety hazard or an unnecessary risk, please bring it to the attention of the Show Director or a Trustee.

**Safe Sport Policy:** Any violation of the USA Water Ski & Wake Sports SafeSport Policy shall be a violation of this Code of Conduct.

**Drugs, Alcohol and Tobacco:** The use of illegal substances will not be tolerated. Alcohol products and tobacco products will be considered illegal substances if they are possessed and/or consumed by team members who are not of legal age. Any team member who is taking medication that may cause impairment in functioning is required to notify the Show Director prior to participating in any activity.

**Dishonesty:** Dishonesty will not be tolerated.

**Violent and Aggressive Behavior:** Violent and/or aggressive behavior will not be tolerated.

**Profanity and Abusive Language:** The use of profanity and/or abusive language will not be tolerated.

**Disruptive Behavior:** All members who have joined the LMSH have made a commitment to be better water skiers. Training should be fun, but disruptive behavior will not be tolerated. It is unfair to the Show Director and other members of the team.

**Good Sportsmanship:** All members of the LMSH are expected to behave as a team. Support of team members through positive reinforcement and encouragement not only encourages individual growth but also is essential to building team cohesiveness.

**Punctuality/Preparedness:** All members are expected to be on time for training events and to be prepared by bringing the proper equipment. This also includes helping put away equipment at the end of practice.

**Effort and Attitude:** We recognize that we have members of all abilities and skill levels. We expect all members to show a positive attitude and to give their best-efforts during practice.

#### LAKE MOHAWK SKI HAWKS DISCIPLINARY POLICY

Disciplinary measures include verbal warning, suspension and expulsion. Generally, a participant will be given a verbal warning first, followed by a written warning, then suspension and finally expulsion. However, if the offense is deemed serious or no effort is made to improve, then any of the disciplinary measures can be invoked at any time. All disciplinary measures will be handled by the Disciplinary Board which is comprised of the Show Director and the Board of Trustees.

### The disciplinary measures are explained as follows:

- Verbal Warning The team member and parent (if minor) will be advised of the nature of the
  offense and what is expected in the future.
- 2. **Written Warning** The team member and parent (if minor) will receive written notification of the rule violation along with an expectation to correct the behavior.
- 3. **Suspension** If no effort is put forth to correct behavior after verbal and/or written warning(s), then the team member may be suspended for a period of time. However, if the offense is deemed to be serious enough, suspension may be invoked without prior verbal or written warnings. The team member and parent (if minor) will be informed of the reason for the suspension and the length of the suspension in writing. The team member and parent will be expected, prior to the suspension being lifted, to discuss with the Disciplinary Board, how they will ensure the behavior will not be repeated in the future.
- 4. **Expulsion** Repeated violations or offenses deemed to be extremely serious will result in permanent expulsion from the team for the remainder of the season. The team member and parent (if minor) will be informed of expulsions verbally and in writing. This will include participating and competing with the team at events. If the team member wishes to return to the team the next season, they and the parents will need to meet with the Disciplinary Board prior to any decision being made. Expulsion will also result in forfeiting any fees paid for the year.

Team members and parents will always have the opportunity to discuss with the Disciplinary Board any disciplinary measures received.

The Lake Mohawk Ski Hawks Trustees and Show Director encourage all members to follow the Code of Conduct at all times, when at LMCC or other venues. Please direct questions, concerns or issues relating to the Code of Conduct to <a href="mailto:trustees@skihawks.com">trustees@skihawks.com</a>.

I acknowledge that I have received the Lake Mohawk Ski Hawks Code of Conduct and Disciplinary Policy.

 Name	 Signature	 Date
Name	Signature	Date