



# WAIVER OF LIABILITY And Medical Release

## PLEASE READ CAREFULLY BEFORE SIGNING

In consideration for and as a condition of being allowed to visit, for recreational purposes, as well as any other purposes, the property in Highlands, Texas at 2010 Grace Lane, known as M2, and owned by Daniel McCormick, or the property at 19331 Rio Villa on the San Jacinto River, and participate in any activities on or off of the water with M2 International LLC, dba M2 Sports, dba M2 Water Ski and Wakeboard School, and dba M2 Summer Camp, which is owned and operated by Daniel McCormick, I agree as follows:

1. I fully and finally release M2, and their family members and guests, and all other persons and entities from any liability for any damages or injuries I may suffer in connection with visiting M2. This release includes all claims and causes of action of any type whatsoever, whether based on statute or common law or otherwise, relating in any way to any property damage or personal injury (including death) I may suffer in connection with my being present at M2 or any activities in which I may engage while at M2, even if caused by the negligence or other wrongful conduct of Daniel McCormick or his family members or employees or guests or any other person or entity. I understand that the activities in which I may engage in while at M2, including but not limited to water skiing, wakeboarding, hydro foiling, barefooting, tubing, kneeboarding, swimming, trampoline jumping, and boating, involve risks of property damage, personal injury and death, and I consciously intend to waive and release all liability relating to such activities and risks. I understand that these risks include, but are not limited to, the following:

- a. Drowning;
- b. Being struck by a boat, automobile, truck or other vehicle;
- c. Falling into, out of or within a boat;
- d. Falling, tripping or being stuck while on a dock or on land or in a boat or on a boat;
- e. The fact that the lakes are small and I may water ski, wakeboard, hydrofoil, barefoot, tube, or kneeboard very close to shore or obstructions, with the risk that I may strike the shore, the lake bottom or an obstruction;
- f. Striking the bottom of the lake as a result of jumping, diving, swimming or falling into the water;
- g. Striking the bottom of the lake as a result of falling while water skiing, wakeboarding, hydro foiling, barefooting, tubing, or kneeboarding;
- h. Colliding with the shore or the lake bottom while water skiing, wakeboarding, hydrofoiling, barefooting, tubing, kneeboarding, swimming, or boating;
- i. Colliding with obstructions, such as boats, docks, rafts, buoys, water ski jumps, islands, or other items in, on, or below the water, while water skiing, wakeboarding, hydr foiling, bare footing, tubing, or kneeboarding, or boating;
- j. Falling while water skiing, wakeboarding, hydrofoiling, barefooting, tubing, swimming, or kneeboarding;
- k. Becoming entangled in ropes, weeds, or any other objects, in or out of the water, while water skiing, wakeboarding, hydrofoiling, barefooting, tubing, kneeboarding, swimming or boating;
- l. Faulty boat, water ski, wakeboard, hydrofoil, kneeboard, boom, or any other equipment;
- m. Negligent or otherwise improper operation of boats; and
- n. Any and all injuries caused by or while jumping or playing on or near a trampoline on or off the water.



2. I agree and covenant that I will never assert any claim or lawsuit based on any of the claims or matters released in paragraph 1, against M2 or Daniel McCormick or their employees or family members or guests or any other person or entity. If I do, I will fully indemnify and defend M2 or Daniel McCormick against any such claim or lawsuit brought against M2 or Daniel McCormick as a result of any such claim or lawsuit.
3. I understand that there are certain risks associated with being transported to and from any location by car, van, bus, or any other means. These risks include but are not limited to accidents due to the driver or the driver of another vehicle.
4. I authorize Daniel and Jennifer McCormick, Jeff Kaiser, Nick Northfell, Cody Estler, Clint Gee, Keith Steinbeck, Eric Marberg, Jillian Northfell, Katherine Smaniotto, Christian Kuhasz, and Caleb Rountree to seek on my behalf all reasonable medical and surgical care that may be necessary as a result of any injury I sustain while at M2, if I am unable to authorize such care for myself.
5. I grant this release on behalf of myself and my estate, heirs, beneficiaries, personal representatives, agents and successors.
6. If I am signing the release on behalf of a minor, I represent and warrant that I am authorized to do so.
7. I grant to M2 or Daniel McCormick the right to use and reproduce, for any purpose and with out compensation to me, any photographs, digital or electronic images, movies, or videos taken of me while at M2.

**I HAVE READ THIS RELEASE AND UNDERSTAND IT.  
I UNDERSTAND THAT BY SIGNING THIS RELEASE I AM GIVING UP VALUABLE RIGHTS.  
I AM SIGNING THIS RELEASE VOLUNTARILY.  
PLEASE PRINT CLEARLY**

STUDENT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMERGENCY CONTACT: \_\_\_\_\_  
EMERGENCY CONTACT TELEPHONE: \_\_\_\_\_  
MED INS. PROVIDER: \_\_\_\_\_  
MED INS. TELEPHONE & GROUP #: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
DATE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

**IF SIGNING FOR A MINOR, COMPLETE THIS PORTION IN FULL FOR MINOR TO RECEIVE  
MEDICAL TREATMENT WITHOUT YOU BEING PRESENT**

NAME OF PARENT OR GUARDIAN: \_\_\_\_\_  
NAME OF MINOR: \_\_\_\_\_  
SS # OF PARENT: \_\_\_\_\_  
PARENT TELEPHONE: \_\_\_\_\_  
EMERGENCY CONTACT IF PARENT UNAVAILABLE: \_\_\_\_\_  
EMERGENCY TELEPHONE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_