

**WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY  
and HOLD HARMLESS AGREEMENT and AGREEMENT NOT TO SUE**

**PLEASE READ CAREFULLY BEFORE SIGNING**

1. I understand and agree that water skiing and related activities are **HAZARDOUS** and that injuries are common and ordinary occurrences during these activities. **I AGREE TO ASSUME ALL RISKS** of death or injury to any part of the user's body while using this equipment.
2. I understand that the ski binding **WILL NOT RELEASE or RETAIN** at all times. I understand that looser boots or reduced amounts of Inter-Loc will increase releasability but also increase the risk of injury due to inadvertent release, that tighter boots or increased amounts of Inter-Loc (including 250-400 combinations) will increase the retention but also increase the risk of injury due to non-release, and the injuries due to unwanted release or retention are inherent risks of skiing.
3. I understand and agree that certain risks of skiing may be reduced, but not entirely eliminated, by taking lessons, by following the "Water Sports Safety Code" published on [www.goode.com](http://www.goode.com) and other websites and by using reasonable care and common sense.
4. I understand that GOODE Skis are high performance skis and should be inspected prior to each use and should not be used if damaged. I understand that a hard fall or impact with objects can cause death or injury to the user's body and damage to the ski and/or boots may also occur.
5. To the fullest extent allowed by law, I hereby agree to forever **RELEASE AND HOLD HARMLESS** GOODE Ski Technologies and all manufacturers and distributors of this equipment, as well as their owners, agents, employees and affiliated companies from **ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY** for any injuries, damages, or death to any user of any equipment, whether resulting from **NEGLIGENCE** or any other cause. I further agree that I **WILL DEFEND AND INDEMNIFY** them if any claim or action is pursued for any injuries, damages or death relating to skiing or any related activity involving the use of this equipment.
6. I accept this equipment "AS IS" and with **NO WARRANTIES**, expressed or implied, beyond those stated in this agreement and in the manufacturer's written limited warranty, if any.
7. This document is a **LEGALLY BINDING CONTRACT** which supersedes any other agreements by or between the parties, and which constitutes the **FINAL AND ENTIRE AGREEMENT** regarding this transaction and this equipment. This agreement is intended to provide a **COMPREHENSIVE RELEASE OF ALL LEGAL LIABILITY** which is binding upon and for the benefit of all parties, their heirs, agents and assigns, but not intended to assert any claims or defenses that are prohibited by law. If any part of this agreement is held to be invalid or unenforceable, the remainder shall be given full force

and effect. The specific legal rights of the parties may vary among different states and provinces.

I HAVE CAREFULLY READ, UNDERSTOOD AND AGREED TO THE TERMS OF THIS WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE. I AM AWARE THAT THIS IS A LEGALLY BINDING CONTRACT.