

## ECO BOATING LLC RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

(Hereinafter referred to as the "Release Agreement")

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

*Release and Waiver of Claims: Assumption of the Risk Indemnification Agreement*

### **PLEASE READ CAREFULLY**

In consideration of being allowed to use the facilities, Vessel(s) and participate in the activities provided by will form this point be referred to as the "Host". The Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree to the fullest extent permitted by law, as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I and or anyone claiming on my behalf have or may have against the Host and to release the Host and/or their respective owners, related and affiliated entities, parents, operators, employees, agents, officers and the Hosts Insurance company and their agents, from any and all liability for any loss, damage, injury or death, that I may suffer or that my next of kin may suffer, as a result of my participation in the activities provided by the Host;
2. **TO ASSUME ALL RISKS** of participating in the activities and using the equipment, even those caused by the negligent acts or conduct of the Host and/or their respective owners, related and affiliated entities, parents, operators, employees, agents, officers and the Hosts Insurance company and their agents. The Participant and their Parent(s) or legal guardians(s) understand that there are inherent risks of participating in the activities and using the equipment, which may be both foreseen and unforeseen and includes serious physical injury and death. These inherent risks include, but are not limited to, operator, captain, and/or crew error, changing weather conditions, and equipment failure;
3. **TO RELEASE** the Host and/or their respective owners, related and affiliated entities, parents, operators, employees, agents, officers and the Hosts Insurance company and their agents, from all liability for any loss, damage, injury, death, or expense that the Participant (or their next of kin) may suffer, arising out of the participant's participation in the activities and use of the equipment. The participant and their parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host and/or their respective owners, related and affiliated entities, parents, operators, employees, agents and or officers to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
4. **TO INDEMNIFY** the Host and/or their respective owners, related and affiliated entities, parents, operators, employees, agents, officers and the Hosts Insurance company and their agents, from all liability for any loss, damage, injury, death or expense that the Participant (or their next of kin) may suffer, arising out of participation in activities and or use of the equipment.

### **PHOTOGRAPHY / VIDEO**

Participant hereby grants to the Host, its representatives, and employees the right to take photographs/videos of Participant in connection with Participant's participation in the activities. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

### **PERSONAL RESPONSIBILITY**

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/ her from participating in the Activities and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment, facilities, and vessels before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/ her surroundings.

If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I agree that any claim I have resulting from any events occurring in the shall be governed by and constructed with the Laws of the United States of America and I irrevocably agree to the courts of the United States of America as the exclusive venue for any such proceedings whatsoever.