

**AQUAVENTURESNC,LLC**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY  
AND ASSUMPTION OF RISK AGREEMENT**

**NOTE: THIS AGREEMENT IS A CONTRACT WITH LEGAL CONSEQUENCES. PLEASE READ IT CAREFULLY BEFORE SIGNING. IF YOU DO NOT AGREE TO ITS TERMS, DO NOT SIGN IT AND DO NOT PARTICIPATE IN THE ACTIVITIES.**

Each and every participant whose signature appears below (each, a “Participant”), in consideration of Releasees (AquaVenturesNC, LLC, its owners, shareholders, managers, directors, employees, contractors, and other agents or representatives, and each of their successors and assigns are the “Releasees”) agreeing to Participant’s participation in the recreation of boating or sailing and permitting Participant’s presence aboard their vessels and use of water toys and facilities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agrees as follows:

Participant desires to participate in the chartering of a water vessel which may include, but is not limited to, the use of a yacht, boat, sailboat, and various water toys owned and operated by Releasees.

**ASSUMPTION OF RISKS**

Participant is hereby advised of and understands and acknowledges that the recreation of sailing and boating and the related activities, including, but not limited to, swimming, kayaking, paddle boarding, and the use of water toys (collectively, the “Activities”), involves many risks, dangers, and hazards. The risks and hazards associated with the Activities include, but are not limited to:

- The boat capsizing, crashing on land or rocks, emergency disembarkment, or sinking
- Slips and falls
- Encounters with dangerous marine life
- Lightening strikes
- Drowning
- Heat stroke
- Heart attack
- Physical injury of various kinds
- Improper use of equipment
- Negligence of other participants
- Negligence on the part of the Releasees
- Gross negligence, on the part of the Releasees

Participant understands that participation in the activities requires physical exertion and can be dangerous for those with or without pre-existing physical conditions. Participant further understands and acknowledges that the Activities take place outdoors and on the water where conditions are variable and unpredictable and can change without notice, thus affecting the safety of crew and guests and possibly resulting in personal injury, including serious personal injury and death to Participant or to Participant’s family, and damages to property. PARTICIPANT FREELY ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR ALL RISKS, DANGERS, AND HAZARDS DESCRIBED ABOVE AND ALL OTHER ALL RISKS, DANGERS, AND HAZARDS, FORESEEN AND UNFORESEEN, ASSOCIATED WITH THE ACTIVITIES, AS WELL AS THE POSSIBILITY OF PERSONAL INJURY, DEATH OR DAMAGES AND LOSS RESULTING THEREFROM.

**RELEASE OF LIABILITY**

Participant, for himself or herself, any and all of Participant’s heirs, next of kin, executors, personal representatives, administrators, successors and assigns, and anyone acting by or through Participant, hereby releases and forever discharges and promises not to sue Releasees or any of them from and for: i) any and all claims whatsoever, in law or equity, known or unknown, that arise from or relate to the Activities; ii) all damage or loss of any nature and regardless of the cause of the damage or loss. Participant intends this release to be as broad as allowed by the controlling law, and intends for the release to apply to all claims for injury or damage, even those caused by negligence by the Releasees, and acts of gross negligence by the Releasees, to the fullest extent allowed by law.

**WAIVER OF CLAIMS**

Participant, for himself or herself, any and all of Participant’s heirs, next of kin, executors, personal representatives, administrators, successors and assigns, and anyone acting by or through Participant, hereby WAIVES ANY AND ALL CLAIMS AGAINST Releasees for: i) any and all claims whatsoever, in law or equity, known or unknown, that arise from or relate to the Activities, including all possible claims for personal injury or property damage, including death of Participant or Participant’s family; and ii) any and all claims for damage or loss of any nature and regardless of the cause of the damage or loss. Participant

intends this Waiver to be as broad as allowed by the controlling law, and intends for the Waiver to apply to all acts of negligence by the Releasees, and acts of gross negligence by the Releasees, to the fullest extent allowed by law.

**INDEMNITY**

Participant agrees to hold and save harmless and indemnify the Releasees and each of them from and against any and all liability incurred by any or all of them arising from or relating in any way to Participant's participation in the Activities, notwithstanding that such liability may have been caused, contributed to or occasioned by the acts, omissions, or other conduct, including negligence or gross negligence, of any or all of the Releasees.

**BY SIGNING THIS AGREEMENT, PARTICIPANT ACKNOWLEDGES HAVING READ, UNDERSTOOD AND VOLUNTARILY AGREED TO BE BOUND BY THE TERMS OF THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT.** Participant further acknowledges that Participant has had the opportunity to investigate the risks, dangers, and hazards associated with the Activities.

Participant agrees that if any one or more provisions of this **RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT** is held to be invalid, the remainder of it shall nevertheless be effective and binding as if the invalid provision or provisions was not included herein.

PARTICIPANT AGREES THAT THIS IS A COMMERCIAL AGREEMENT ENTERED INTO AT ARMS LENGTH. PARTICIPANT AGREES THAT IF PARTICIPANT FILES A LAWSUIT AGAINST RELEASEES OR ANY OF THEM, AND THE RELEASEES OR ANY OF THEM PREVAIL, SUCH RELEASEES MAY RECOVER ATTORNEY'S FEES AND COSTS FROM PARTICIPANT.

Participant understands that by signing this Form Participant is waiving certain legal rights, including the right to sue or claim compensation from Releasees or their insurer.

This **RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT** is entered into, performable, and performed in Beaufort County, North Carolina, and any and all claims or causes of action arising out of this **RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT** or out of the Activities shall be filed exclusively in a state court in Beaufort County, North Carolina. Participant hereby waives jurisdiction by any court other than a state court in Beaufort County, North Carolina for any and all claims arising out of or relating to this **RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT** or the Activities. All claims or causes of action arising out of or relating to this **RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT** shall be governed by and construed in accordance with the law of the state of North Carolina.

\_\_\_\_\_  
Participant Signature (seal)                      Date

\_\_\_\_\_  
Participant Name and capacity (if signing for minor)

\_\_\_\_\_  
Participant Signature (seal)                      Date

\_\_\_\_\_  
Participant Name and capacity (if signing for minor)

\_\_\_\_\_  
Participant Signature (seal)                      Date

\_\_\_\_\_  
Participant Name and capacity (if signing for minor)

\_\_\_\_\_  
Participant Signature (seal)                      Date

\_\_\_\_\_  
Participant Name and capacity (if signing for minor)

\_\_\_\_\_  
Participant Signature (seal)                      Date

\_\_\_\_\_  
Participant Name and capacity (if signing for minor)

Below For AquaventuresNC LLC Use only:  
Charter Date: \_\_\_\_\_

Charterer: \_\_\_\_\_  
Number of Guests: \_\_\_\_\_

