WATER SPORTS PARTICIPATION
UNCONDITIONAL GENERAL RELEASE FROM LIABILITY

Please read the following agreement carefully BEFORE DECIDING TO PARTICIPATE. By signing this document and initialing the required sections, YOU ARE EXPRESSLY AGREEING TO HAVE KNOWINGLY, FULLY AND TOTALLY RELEASED R & B Marina, LLC doing business as Pine Lake Marina, their owners, affiliates, members, agents, guests and employees (hereinafter "the Released") FROM ANY AND ALL CLAIMS, INCLUDING ACTIVE OR PASSIVE NEGLIGENCE BUT EXCLUDING GROSS NEGLIGENCE AND/OR INTENTIONAL MISCONDUCT, arising out of any act, omission, or condition existing prior to the signing of the agreement, and extending to include any act, omission, or condition in any way connected with your participation in, including transit to and from, these Water Sports Activities, including but not limited to boating, wakeboarding, wakesurfing, water skiing, paddle boarding, kayaking and activities while at Pine Lake Marina and Pine Lake in our boat or your boat (“Water Sports Activities”) and occurring at any point in the future from the activities in which you are about to purchase/engage.

A. EXPRESS ASSUMPTION OF ALL INHERENT RISKS OF WATER SPORTS ACTIVITIES

There are numerous risks inherent in and associated with participation in Water Sports Activities. By executing this RELEASE, you are acknowledging that participation in Water Sports Activities is an inherently dangerous activity that involves risks of death and/or serious bodily injury that cannot be prevented or avoided even by the exercise of reasonable care. The following list, though not exhaustive, exemplifies many of the types of risks and potential injuries you could encounter in connection with your participation in water sports.

- changing water flow, tides, currents, wave action, eddies, whirlpools, and vessel wakes;
- collision with other participants; collision with watercraft, whether owned or operated by the Released, collision with man-made or natural objects;
- the negligent actions and/or omissions of other participants;
- your own actions and/or omissions, your level of competency as to the activity, and your own physical and mental conditions;
- your sense of balance, physical coordination, ability to operate equipment, and ability to swim;
- wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature;
- collision, capsizing, sinking, falling, slipping or other hazards that may result in

wetness, injury, exposure to the clements, hypothermia, impact of the body upon the water, injection of water into any body orifices, and/or drowning;

- the presence of insects, wild animals, as well as dangerous plant life, bacteria, amoebas, and marine life forms; equipment failure, improper use of equipment and/or impacting equipment;
- heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration;
- fatigue, chill, shock and/or dizziness which may increase your reaction time.

By executing this WAIVER below, you are agreeing that you have reviewed the preceding non-exclusive list of sample inherent risks involved in your participation in these activities, and with full knowledge and understanding, you are voluntarily agreeing to engage and participate in these activities and to **VOLUNTARILY AND EXPRESSLY ASSUME THE RISK OF SERIOUS BODILY HARM, PERSONAL INJURY, DEATH OR DAMAGE** resulting from any and all inherent risks while participating and engaging in (including transit to and from) these Water Sports Activities. By expressly assuming ANY AND ALL INHERENT RISKS involved with these Water Sports Activities, you are voluntarily relinquishing the ability to seek or collect damages from the Released due to any personal injury, claim, or incident occurring or in any way related to or arising from the inherent risks of your involvement in these Water Sports Activities.

B. <u>INDEMNITY AGREEMENT STATEMENT</u>

By executing this WAIVER below, you are further agreeing to hold harmless and to indemnify the Released against any and all claims, demands, losses, damages, causes of action, judgments, costs, expenses, attorneys' fees, and other liabilities, including those from third parties, arising out of or relating to your participation in any Water Sports Activities and/or presence upon the property on which they are located, even if caused by the active or passive negligence of the Released. By agreeing to indemnify the Released for the acts, occurrences, and expenses as contained within this subsection you are knowingly and voluntarily agreeing that you may be required to reimburse or provide the cost of a legal defense or representation for the Released for any expenses or actions it has to take arising out of your participation in these Water Sports Activities.

C. <u>WAIVER AND RELEASE OF LIABILITY</u>

By signing this WAIVER below, **YOU ARE AGREEING TO KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVE ANY AND ALL CLAIMS, INCLUDING ACTIVE OR PASSIVE NEGLIGENCE BUT EXCLUDING GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT**, against the Released arising out of

any act, omission, or condition existing prior to the signing of the agreement, and extending to any act, omission, or condition in any way connected with your participation in (including transit to and from) these Water Sports Activities occurring at any point in the future. THIS WAIVER AND RELEASE OF LIABILITY IS EXPRESSLY PROVIDED TO EXCULPATE THE RELEASED FROM THOSE LIABILITIES WHICH ARE SEPARATE FROM AND IN ADDITION TO THE POTENTIAL LIABILITIES CREATED BY THE RISKS INHERENT IN WATER SPORTS ACTIVITIES PARTICIPATION. Furthermore, by signing this waiver below, you are binding your spouse, heirs, assigns, and any similarly situated personal or legal representative to the waiver's terms.

D. DECLARATION OF COMPETENCY AND INTENT TO BE BOUND

By signing this WAIVER below, you are signifying that you have read all sections contained within this agreement. You are further signifying that you are voluntarily agreeing to execute this waiver and release, and that you understand the legal implications and consequences of doing so. If there are any aspects of this agreement with which you do not have a full and complete understanding, you are encouraged to ask or inquire with the Released BEFORE signing this waiver.

E. UNCONDITIONAL GENERAL RELEASE FROM LIABILITY

Your signature below reflects your express assent to be bound to the terms of this agreement. Please carefully review each section again and ensure that you fully understand the implications of this agreement.

_____	_____	_____
Printed Name of Adult Participant	Signature of Adult Participant	DATE
_____	_____	_____
Printed Name of Adult Participant	Signature of Adult Participant	DATE

***EACH ADULT PARTICIPANT MUST INDIVIDUALLY SIGN A WAIVER. SEE ATTACHED SUPPLEMENTAL FORM (NEXT PAGE) FOR WAIVER FOR MINOR CHILDREN**

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NATURAL GUARDIAN'S ACKNOWLEDGEMENT OF RELEASE ON BEHALF OF MINOR CHILD

Your signature below reflects your express assent to bind your minor child to the terms of the Water Sports Activities Participation Unconditional General Release of Liability agreement. Your signature also represents your attestation to being the natural guardian of the minor child(ren) listed below, and possessing the legal authority to sign this agreement on their behalf. Please carefully review each section again and ensure that you fully understand the implications of this agreement.

Printed Name of Parent/Guardian	Signature of Parent/Guardian	DATE
Printed Name of Minor Child		DATE
Printed Name of Minor Child		DATE
Printed Name of Minor Child		DATE