

PARASAIL EXPRESS LLC

PARASAILING RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

3:45 pm

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Parasailing and Related Activities.

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with parasailing, water transportation to and from the parasail vessel and other such related water sport activities to which I am about to engage, including but not limited to;

- 1) changing water flow, tides, currents, wave action, and ship's wakes;
- 2) collision with any of the following:
 - a) other participants, b) the watercraft, c) other watercraft, d) man made or natural objects, e) shuttle boat;
- 3) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature;
- 4) my sense of balance, physical condition, ability to operate equipment, swim and / or follow directions;
- 5) collision, capsizing, sinking, or other hazard that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and / or drowning;
- 6) the presence of insects and marine life forms;
- 7) equipment failure or operator error;
- 8) heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration;
- 9) fatigue, chill and /or reaction time and increased risk of an accident.

I specifically acknowledge that I have been trained in the safe use of water sport equipment to my complete satisfaction, and I am physically / mentally able to participate in the water sport activities to which I am about to engage.

I specifically waive any defense insofar as this contract is concerned that may arise as a result of any State or local law and / or regulation or policy that may impact its enforceability.

Release of Liability, Waiver of Claims and Indemnity Agreement.

In consideration of being allowed to participate in the above-described watersports, transportation, and parasailing activities, as well as the use of any of the facilities, specifically, including water transportation (shuttle boat) to and from the parasail vessel and the use of the equipment of the below listed releasees, I hereby agree as follows;

- 1) To waive and release any and all claims based upon negligence, active or passive, with the exception of intentional, wanton, or willful misconduct that I may have in the future against all of the following named persons or entities herein referred to as releasees:

Express Watersports;

Parasail Express;	CNX00010K203	PARASAIL EXPRESS
<u>Owner (Company and/or Individual)</u>	<u>Scheduled Vessel Identification Number</u>	<u>Vessel Name</u>

- 2) To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise, with the exception of gross negligence. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury or loss of life that may occur as a result of engaging in the above activities.
- 3) By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.

I have read this Agreement, understand it, and I agree to be bound by it.

Date 6/23/2010

Name of **Adult Participant (Print)**

Signature of **Adult Participant**

For Minors Under the Age of 18

Name of **Minor Participant (Print)**

Name of **Parent or Guardian (Print)**

Signature of **Parent or Guardian**

DECLARATION OF FITNESS TO PARASAIL

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during Parasailing.

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness.

Even if I have a health condition as stated above of which I am unaware, by signing this form I still choose to participate in the activity of parasailing and agree to waive all responsibilities to all above mentioned parties concerning any consequences that would result from my actions.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of Parasailing activities, I will notify the Captain of the Parasail vessel immediately and before disembarking from the vessel.

I have read the above Declarations, understand them, and I agree to be bound by them.

Date _____

Name of **Adult Participant (Print)**

Signature of **Adult Participant**

For Minors Under the Age of 18

Name of **Minor Participant (Print)**

Name of **Parent or Guardian (Print)**

Signature of **Parent or Guardian**