

LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

AND INDEMNIFICATION AGREEMENT 2

The undersigned hereby release _____, his family, friends, or guests

(hereinafter referred to as “the released parties”) from all liability or responsibility whatsoever for personal injury, property damage or wrongful death, however caused, including but not limited to the negligence of the released parties, whether active or passive, which may occur or be related to either a party hosted by the released parties (or any one of them) or which occurs during any activity on or about the released parties’ property, boat, plane or other conveyance. The undersigned further agrees:

- That he or she has read this instrument, understands it, and has signed it voluntarily; that he or she is of lawful age and legally competent to sign this document or that he or she has acquired the written consent of his or her parent or guardian;
- That boating, fishing and diving (or related activities such as skiing, wake boarding, snorkeling, etc.), involve the risk of property damage, injury and death, such as by collision, drowning, being hit or struck by a boat, falling overboard, being abandoned at sea or under water, capsizing, decompression sickness, embolism, injuries caused by sea life, being hooked, speared or cut, or injured in any other way not specified herein during said activities or in preparation for same, including traveling to or from said activities;
- That he or she does not expect the released parties to have first aid equipment or supplies available or to be trained in the use thereof., or to have their vessels and equipment in compliance with laws or regulations which govern said vessels or activities. No claim may be brought based upon the premise that a party being released failed to have appropriate first aid or safety equipment, or based upon the condition of the vessel or any of its equipment., or the failure to have equipment whether required by common sense, law or regulation.
- The effect of this release shall not be limited or negated because of or related to the consumption of alcoholic beverages by the parties herein released. The Undersigned is aware that alcohol is served and consumed before, during and after fishing and diving activities, parties and the like, and that the Undersigned will not raise as an issue in an attempt to avoid the effects of this release the consumption of alcohol.
- The undersigned agrees to save and hold the parties being released harmless from any claim or lawsuit by the undersigned, his or her family, estate, heirs or assigns arising out of any damage, injury or death to the undersigned in any of the activities described above. Additionally, the undersigned agrees to save and hold harmless the parties being released from any claim brought against any said party based upon the acts or failure to act of the undersigned, and if any claim is brought as a result of the actions of the undersigned he or she shall indemnify the parties being released and pay all costs of defense of said claim, including attorney fees, which shall include fees prior and subsequent to the filing of any suit, and shall include fees at incurred at every stage of the proceedings, including arbitration, mediation, trial and all levels of appeal.
 - It is the intent of the undersigned and the undersigned agrees that this release, express assumption of risk agreement and indemnification shall be in all cases construed

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broadly in favor of all parties being released.

- This instrument shall be binding upon the undersigned, his or her family, estate, heirs, personal representatives and assigns.

Dated:

Dated:

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