

# WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in Boating and coastal waters Activities (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge HD Pontoons LLC, Delaney H. Nguyen, located at 1821 Mustang St, Navarre, Florida 32566, their affiliates, managers, members, agents, employees, sub-contractors, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM, AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless HD Pontoons LLC, Delaney H. Nguyen against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If HD Pontoons LLC, Delaney H. Nguyen, incurs any of these types of expenses, I agree to reimburse HD Pontoons LLC, Delaney H. Nguyen.

I acknowledge that HD Pontoons LLC, Delaney H. Nguyen and their directors, officers, volunteers, employees, sub-contractors, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of HD Pontoons LLC, Delaney H. Nguyen.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular/ vessel traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/ or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE HD PONTOONS LLC , DELANEY H. NGUYEN AND ALL OF ITS' AFFILIATES, MANAGERS, MEMBERS, AGENTS, EMPLOYEES, SUB-CONTRACTORS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST WILD ADVENTURE PONTOONS LLC, MARSHALL H. MATHES, FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of HD Pontoons LLC, Delaney H. Nguyen, its' agents, employees and sub-contractors.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of me or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, and HD Pontoons LLC, Delaney H. Nguyen, agree that this Agreement is clear and unambiguous as to its' terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that this agreement extends to any minors that are a part of my party and that I am in the capacity of and acting as a custodian of that minor. I certify that I have read this agreement, that I fully understand its' content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

**\*I ACKNOWLEDGE THAT I AM NOT UNDER THE INFLUENCE OF DRUGS, ALCOHOL OR OTHERWISE IMPAIRED AT THIS TIME\***

First and last name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

First and last name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

First and last name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

First and last name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

First and last name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

First and last name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

FLORIDA STATUTE 744.301 NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

Read this form completely and carefully. you are agreeing to let your minor child engage in a potentially dangerous activity. You are agreeing that, even if released parties including but not limited to HD Pontoons LLC and any crew members or professionals associated use reasonable care in providing this activity, there is a chance your child may be seriously injured or killed by participating in this activity because there are certain dangers inherent in the activity which cannot be avoided or eliminated. By signing this form you are giving up your child's right and your right to recover from released parties in a lawsuit for any personal injury, including death, to your child or any property damage that results from the risks that are a natural part of the activity. You have the right to refuse to sign this form, and (name of released party or parties) has the right to refuse to let your child participate if you do not sign this form natural guardians as defined in Florida Statutes 744.301 is:

- The parents jointly are the natural guardians of their own children and of their adopted children, during minority. If one parent dies, the surviving parent remains the sole natural guardian even if he or she remarries. If the marriage between the parents is dissolved, the natural guardianship belongs to the parent to whom sole parental responsibility has been granted, or if the parents have been granted shared parental responsibility, both continue as natural guardians. If the marriage is dissolved and neither parent is given parental responsibility for the child, neither may act as natural guardian of the child. The mother of a child born out of wedlock is the natural guardian of the child and is entitled to primary residential care and custody of the child unless the court enters an order stating otherwise.
- IF PARTICIPANT IS A MINOR, BY WAY OF MY SIGNATURE I AFFIRM THAT I HAVE READ, UNDERSTAND AND AGREE WITH ALL TERMS OF THIS CONTRACT TITLED NOTICE TO THE MINOR'S CHILD NATURAL GUARDIAN (PARENTAL MINOR AGREEMENT) AND BY WAY OF MY SIGNATURE, I INCORPORATE ALL OF THE TERMS OF THE PARENTAL MINOR AGREEMENT WITH THE SAME FORCE AND EFFECT OF PARASAILING LIABILITY RELEASE, WAIVER, ASSUMPTION OF RISK & INDEMNITY CONTRACT.

Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_

Name of Parent or Guardian \_\_\_\_\_

Name(s) of Minor: 1.) \_\_\_\_\_

2.) \_\_\_\_\_

3.) \_\_\_\_\_

4.) \_\_\_\_\_