

# **RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT**

1. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH BOATING, including, but not limited to, equipment failure, perils of the sea, perils of the weather, harm caused by other vessels, acts of fellow participants, entering and exiting the water, swimming, boarding or disembarking boats, and activities on the docks. I understand that participation is entirely voluntary. I HEREBY ASSUME SUCH RISKS.

2. I understand that I have a duty to exercise reasonable care for my own safety and agree to assume full responsibility for my own safety (including, without limitation, following all directions of the Charterer and Vessel's captain and crew), while participating in the Charter, and verify that I am physically able to participate. I understand that life preservers are provided on the Vessel and should be used in accordance with state and local boating laws and regulations. I agree to abide by all applicable federal, state and local laws and regulations while participating in the Charter, including while on the Vessel, boarding or disembarking the Vessel, or upon the dock or premises, or in any body of water where the Vessel is taken or operated.

3. I represent that I am physically fit and able to be on a boat and to participate in this Charter, and I will not hold the Vessel or its appurtenances, and/or OWNER and/or its officers, directors, agents, members, representatives, heirs, and employees responsible or liable if I am injured due to or as a result of any issues or problems, whether medical, psychological, accidental, or otherwise, which occur during or as a result of the charter or otherwise participating in the charter.

4. I understand and acknowledge that OWNER has not made any representations to me, explicit or implied or otherwise, that they or any crew can or will perform safe rescues or render first aid. In the event a rescue or first aid is attempted and/or rendered, I agree not to hold OWNER or their crew or other passengers, or the Vessel and its appurtenances, responsible for their actions in attempting said rescue and/or first aid.

5. In consideration of being permitted to participate in the Charter, I, for myself, my spouse (if any), legal representatives, heirs, next-of-kin, agents, representatives and assigns, hereby knowingly and voluntarily enter into this RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT,

and hereby waive any and all rights, claims, losses, injuries, death, damages, actions, or causes of actions of any kind whatsoever arising out of my participation in the Charter, and do hereby release and forever discharge the Vessel and its appurtenances, OWNER and OWNER's officers, directors, agents, members, representatives, heirs, and employees (hereinafter collectively referred to as "RELEASEES") for and from any and all liability, claims, demands, actions, causes of action, injuries, including but not limited to, any physical, economic, non-economic, or psychological injury, damage to property, illness, paralysis, death, economic loss, emotional loss, so-called hedonic damages, or any other damages and losses whatsoever, that I may suffer or incur relating to, as a result of, or arising out of, my participation in the Charter, including, without limitation, while on the Vessel, boarding or disembarking the Vessel, or upon the dock or premises, or in any body of water where the Vessel is taken or operated.

6. I further agree to indemnify, defend, and hold harmless RELEASEES from and against any and all claims, causes of action, damages, actions, expenses or liabilities of any kind whatsoever for any loss, liability, injury to person or property, death, damages, expenses, compensation or otherwise, brought by me or anyone on my behalf, arising from or relating to my participation in the Charter, including, without limitation, while on the Vessel, boarding or disembarking the Vessel, or upon the dock or premises, or in any body of water where the Vessel is taken or operated, whether caused by the negligence of RELEASEES or otherwise. The duty to indemnify, defend and hold harmless shall include the duty to pay all attorneys' fees and costs incurred by OWNER in the defense of any such claims, or related to the defense and indemnification of OWNER, and in enforcing the terms of this indemnification provision.

7. In signing this RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT, I acknowledge and represent that I have read the foregoing paragraphs, understand them, and sign this document voluntarily and of my own free act and deed. No oral representations, statements, or inducements, apart from this document, have been made. I represent and warrant that I am at least eighteen (18) years of age and fully competent. I EXECUTE THIS RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT FULLY INTENDING TO BE BOUND BY THE SAME. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY.

8. This RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT shall be construed under and governed by Federal Admiralty Law. To the extent Federal Admiralty Law does not apply, the laws of the State

of Illinois, excepting for the choice of law rules of said state, shall apply. If any provision shall, for any reason, be found to be invalid, illegal, or unenforceable in any respect, such shall not affect any other provision of this Agreement. Any actions or controversies arising out of or relating to this RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT shall be brought in the federal court of the Northern District of Illinois, Eastern Division, and I expressly agree to submit to the personal jurisdiction of said courts. I agree that this RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT is intended to be as broad and inclusive as permitted by the law.