

Old Point Comfort Marine
ASSUMPTION AND ACKNOWLEDGMENT OF RISKS
RELEASE OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in watersport events and activities and/or being provided with watersport recreational property or services for myself and any minor children for whom I am parent, legal guardian or otherwise responsible, and for my /our heirs, personal representatives or assigns:

1. **ACKNOWLEDGMENT OF RISKS.** Acknowledgment that some, but not all, of the risks of participating in the watersport include: (1) Changing water flow, tides, currents, wave action and ship's wakes;(2) Collision with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects; (3) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (4) My sense of balance, physical coordination, ability to operate equipment, swim, and/or follow directions; (5) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, 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, sunstroke, or dehydration; (9) Fatigue, chill and /or dizziness which may diminish my/our reaction time and increase the risk of an accident.
2. **EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY.** I agree to assume responsibility for all the risks of the activity, whether identified above or not, (even those risks arising out of negligence of the releases named below.) My/our participation in the activity is purely voluntary. I assume full responsibility to myself and for any of my minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity (even if caused in whole or in part by the negligence of the releases named below.) I agree to wear a U.S. Coast Guard approved personal flotation device (life Jacket) while participating in the activity or riding in any watercraft.
3. **RELEASE AND INDEMNIFICATION.** I HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS OLDPOINT COMFORT MARINE, its principals directors, officers, agents, employees, shareholders, beneficial owners and volunteers, their insurers and each and every land owner, municipal and or governmental agency upon whose property and activity is conducted ("owner") and their insurers, if any, (collectively "Releasees") from any and all liability of any nature for any and all injury or damage (including death) to me or my minor children and other persons as a result of my/our participation in the activity, even if caused by the negligence of any of the releases named above or any other person (including myself). I agree to fully indemnify and hold harmless Beach House Enterprises, Inc. DBA OLD POINT COMFORT MARINE, its principals, directors, officers, agents, employees, shareholders, beneficial owners and volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon whose property and activity is conducted ("Owner") and their insurers, if any (collectively "Releasees") from all liability, costs, litigation expenses, and attorney fees as may be incurred as a result of any act of mine which results in a claim of any sort or kind being made.

I HAVE READ THIS ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST THE OWNER, THE OPERATOR NAMED ABOVE, OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS.

Participant's Name (printed _____ Age _____
Signature _____ Date _____
Emergency Contact and number _____
Participant under 18 years of age, parent/legal guardian signature _____