

WAIVER AND RELEASE OF LIABILITY AGREEMENT

I. DISCLAIMER

This Waiver and Release is applicable to all Individuals who board as passengers of Far Niente Sailing Charters Co. sailing excursions. (For purposes of this Waiver and Release, the term "Charter Company" includes all employees, agents, representatives, servants, assigns, successors, insures and subsidiaries of Far Niente Sailing Charters Co.). The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Initials:_____

II. Express Assumption of Risk

The undersigned hereby agrees that he/she is boarding a Charter Company sailing excursion at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the Charter Company sailing excursion, and assumes all risk of of injury, illness, damage or loss that might result, **even if the risks arise out of the negligence of Charter Company**. Initials:_____

III. WAIVER/RELEASE OF LIABILITY

By the execution of this Release, the undersigned agrees that Charter Company shall not be liable for any damages arising from personal injuries and/or property loss sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the sailing excursion provided by the Charter Company, including, but not limited to, drowning and other related injuries, collisions with other watercraft or stationary objects, physical contact/collisions with the vessel itself or wake created by same, and injuries and damages stemming from mechanical, design, or equipment related failures. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Charter Company shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Charter Company shall not be responsible for any such injuries, damages, loss or theft, **EVEN IN THE EVENT OF NEGLIGENCE BY CHARTER COMPANY**, whether such negligence is present at the signing of this Release or takes place in the untrue. This Waiver and Release does not apply to gross negligence or intentional torts by Charter Company. Initials:_____

IV. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless Charter Company for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the sailing excursion provided by the Charter Company, **even if such damages arise out of the negligence of Charter Company**. Initials:_____

V. ACKNOWLEDGEMENT OF WAIVER AND RELEASE

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned also understands that he/she has an opportunity to bargain for different waiver of liability terms and voluntarily waives his/her right to do so. By executing this document, the undersigned warrants that he/she is fully aware that he/she is waiving any right to bring a legal action to assert a claim against Charter Company for Charter Company's negligence. Initials:_____

VI. SEVERABILITY

The undersigned hereby agrees that in the event any term or any part of any term of this Agreement is determined to be void or unenforceable, such term or part of a term shall be considered separate and severable from this Agreement and the remaining terms shall continue in full force and effect. Initials:_____

READ RELEASE BEFORE SIGNING

PASSENGER/OPERATOR

ADDRESS

DATE/TIME