

SAFE HARBOR MARINAS

WAIVER and RELEASE

In connection with the use of the activity described below (the "Activity") at the marina commonly known as Safe Harbor Rentals (the "Marina"), the undersigned agrees as follows:

I am fully aware of the risks and hazards connected with the Activity, including the risk of injury and possibly death. I voluntarily elect to participate and, to the extent permitted by applicable law, assume full responsibility for any risks for property damage or loss, or personal injury, including death that I or my property may sustain.

It is my express intent that this Waiver and Release shall bind the members of my family, my spouse, heirs, assigns and personal representatives, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE** the Released Parties (hereinafter defined). I further waive the right of any insurance carrier to recover from the Released Parties for any claims they might pay on my behalf.

To the fullest extent permitted by law, I **WAIVE and RELEASE** Marina, Safe Harbor Marinas, LLC, SHM TRS, LLC, and their respective past, present and future parents, subsidiaries and affiliates (collectively, the "SHM Parties"), and the general partners, limited partners, members, shareholders, investors, successors, predecessors, assigns, employees, officers, directors, agents, insurers of each of the foregoing, and all other persons, firms, partnerships, limited liability companies or corporations, or any other type of legal entity with whom any of the former have been, are now or may hereafter be affiliated (collectively, the "Released Parties") from any and all liability, claims, demands, and causes of action, whatsoever arising out of or related to any loss, damage, or injury (including death), whether known or unknown, asserted or un-asserted, absolute or contingent, matured or un-matured, conditional or unconditional, latent or patent, that I or my property may sustain in connection with or related to the Activity or my access to the Marina; **EVEN IF SUCH CLAIMS AROSE OUT OF OR IN CONNECTION WITH THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES, BUT NOT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE RELEASED PARTIES.**

I agree to comply with all applicable laws, the rules and regulations of the Marina, and any oral instructions of Marina staff. I understand that I may be excluded from the Marina if I do not comply with this Waiver and Release. Any litigation or other claims between the Released Parties and me regarding this Waiver and Release shall be governed by the laws of, and heard by a court located in, the state where the Marina is located. Should any portion of this document be deemed unlawful or unenforceable, such portion is severable and shall be stricken without any effect on the enforceability of the remaining provisions. The Released Parties shall be entitled to reasonable attorneys' fees in any legal action involving this Waiver and Release in which any such Released Party is the substantially prevailing party.

I grant to the SHM Parties and their respective agents, employees, licensees, affiliates, successors and assigns the absolute and irrevocable right and unrestricted permission to use, reuse, publish, and republish any videos, photographs or other images that it has taken or commissioned (or may take or commission) of me in connection with the Activity and any derivative works thereof without restriction. I release and discharge such parties from any and all claims and demands that may arise out of or in connection with the use of such videos, photographs or other images, including any and all claims for libel or violation of any right of publicity or privacy. All film negatives and positives, electronic images, and data shall remain the property of the photographer, except where otherwise specified by contract.

I agree to indemnify, reimburse, protect, defend, and hold harmless the Released Parties from all liabilities, claims, fines, penalties, costs, expenses, attorney fees, judgments, liens, causes of action, or lawsuits of any nature directly or indirectly arising out of, caused by any act, omission, negligence, or willful misconduct by me which damages or results in the loss of any other persons or entities' property or causes injury or death to any other person; **EVEN IF SUCH CLAIMS AROSE OUT OF OR IN CONNECTION WITH THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES, BUT NOT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE RELEASED PARTIES.**

I have read this document and understand it. I recognize that by signing below, I am waiving certain important legal rights.

Date: _____

Participant Signature: * _____ Printed Name: _____

**If the participant is under 18 year of age, a parent or legal guardian must sign on behalf of the minor.*

Parent/Guardian Signature: _____ Printed Name: _____

Activity: _____