

Emerald Point Houseboat

Hold Harmless Agreement

-Acknowledgment of risks, assumption of risks and responsibility, and release of liability.

Warning: There are significant elements of risk in any adventure, sports or activity associated with the outdoors, the presence of use of motorized watercraft, including but limited to boats, jet skies and other forms of personal watercraft and activities incidental thereto (referred to herein as "activity"). Although we have reasonable steps to provide you with appropriate equipment and/or skilled staff so that you can enjoy an activity for which you may not be skilled, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to equipment, or cause accidental injury, illness, or in extreme cases, permanent trauma or death. For your safety and that of other participants, prior to using watercraft it is important that you understand applicable boating laws and right of way. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

Acknowledgment of Risks: I acknowledge that the following describes some, but not all, of those risks.

1. Changing water flow, tides, currents, wave action, and ships' wakes.
2. Collision with any of the following:
 - A) The water craft upon which I am the operator or passenger.
 - B) Other participant.
 - C) Other watercraft.
 - D) Manmade or natural objects.
3. Wind shear, inclement weather, lightening 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 wetness, injury, exposure to the elements, hypothermia, and/or drowning.
6. Getting in or out of the craft.
7. Travel, including travel to or from activity.
8. The presence of insects and marine life forms.
9. Equipment failure or operator error.
10. Heat or sun related injuries or illnesses including sunburn, sunstroke or dehydration.
11. Fatigue, chill and/or dizziness, which may diminish reaction time and increase the risk of accident.

I am (we are) aware that this activity may entail risks of death. I/we understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Express Assumption of Risk and Responsibility: I/we agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/our participation in this activity is purely voluntary. No one is forcing me/us to participate. I verify that I am physically fit, not under the influence of alcohol or drugs at this time and sufficiently qualified, trained and capable to participate in these activities. Therefore, I assume full responsibility for myself, including any minor children, for which I am responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident which may occur. I/we elect to participate in spite of the risks. I am responsible for protecting my skin and eyes from the elements. I agree to wear a U.S. Coast Guard approved personal floatation device (life jacket) while participating in the activity. This is a basic safety precaution and is required. Participation includes riding in the vessel.

I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractures or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; dehydration, drowning, oxygen shortage (anoxia), and/or exposure; head, neck and/or spinal injuries; bite or attack by animal, insect or marine life; allergic reaction; shock, paralysis, or death.

Covenant of Good Faith: I recognize that you, provider of services, will operate under covenant of good faith and fair dealing, but you may find necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse to terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants.

Authorization: I hereby authorize any medical treatment deemed necessary in the event of an injury while participating in the activity. I either have appropriate insurance, or in its absence, agree to pay all cost of rescue and/or medical services as it may be incurred on my/our behalf. I agree to any film or photographs of me/us as participants, become your property and may be used for promotional or commercial purposes.

Release: In consideration of services or property provided, I for myself and any minor children or which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree that: Emerald Point Houseboats/Emerald Point Marina, its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon whose property and activity is conducted and their insurers, if any, shall have no liability of any nature for any and all damage to me and other persons or properties as a result of any acts, omissions or negligence of the "owner" or any other person (including myself) or entity and I hereby release and discharge owner and insurer, if any for any such damage.

I have read the acknowledgment of risks, assumption of risk and responsibility and release of liability. I understand that by signing this document I may be waiving valuable legal rights.

Participants Name (print) Age

Participants Signature

Person to contact in case of emergency/phone#.

List any known allergies to plants, insects or medication.

If participant is under 18, parent or legal guardian must also sign.