

**WAIVER, RELEASE AND ASSUMPTION OF RISK**

**PLEASE READ CAREFULLY, INITIAL WHERE INDICATED, FILL-IN THE DOCUMENT COMPLETELY, AND SIGN WHERE INDICATED.**

In consideration of being permitted to participate in the activities being offered by LC2B, I agree to the following:

I, \_\_\_\_\_ (initial), hereby affirm that I have been advised and thoroughly informed of the inherent hazards, dangers, and risks inherent in any form of boating, including without limitation, submerged objects, cold water, fast-changing weather, sun stroke, and current, as well as the risk of damage to personal property, including without limitation, water and wind damage or loss of items which fall into the water.

I, \_\_\_\_\_ (initial), understand and acknowledge there is a chance of an accident occurring, which may result in bodily injury, death or property damage. I accept and assume all risk in consideration of being permitted to voluntarily participate in the activities being offered by LC2B. I acknowledge that LC2B cannot be responsible for wind and weather conditions or incompatibility of passengers.

I, \_\_\_\_\_ (initial), represent and warrant that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I further represent and warrant that I am of sound mind and body and medically able to participate in the services being offered by LC2B.

I, \_\_\_\_\_ (initial), **ON BEHALF OF MYSELF, MY PERSONAL REPRESENTATIVE, HEIRS, EXECUTORS, AND ADMINISTRATORS RELEASE, WAIVE ANY AND ALL CLAIMS AGAINST, DISCHARGE AND COVENANT NOT TO SUE LC2B, ITS OFFICERS, MEMBERS, EMPLOYEES, AGENTS, SERVANTS, AFFILIATES, SUCH AS SMARTBOAT, SUBCONTRACTORS, OR ANY OWNER OF ANY BOAT USED BY LC2B, OR THEIR REPRESENTATIVES, ACCESSORS, ASSIGNS, HEIRS, PERSONAL REPRESENTATIVES, ADMINISTRATORS AND EXECUTORS (hereinafter collectively referred to as "RELEASED PARTIES") AND AGREE NOT TO HOLD ANY OF THE ABOVE RELEASED PARTIES LIABLE IN ANY WAY FOR ANY BODILY OR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, PRODUCT DEFECT, OR OTHER DAMAGES, KNOWN OR UNKNOWN, TO ME OR MY FAMILY, HEIRS, OR ASSIGNS RESULTING OR ARISING FROM AN ACCIDENT OR EVENT WHICH MAY OCCUR WHILE I AM ON, OR BOARDING, OR DISEMBARKING FROM ANY BOAT OR FACILITY USED BY THE ABOVE-DESCRIBED RELEASED PARTIES OR AS A RESULT OF THE NEGLIGENCE OF THE RELEASED PARTIES, PASSIVE OR ACTIVE, EXCEPT DUE TO THE RELEASED PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

I, \_\_\_\_\_ (initial), assume full responsibility for any risk of bodily injury, death or property damage, except due to Released Parties' gross negligence or willful misconduct, while I am participating in activities conducted by LC2B or while I am present on their premises or any vessel utilized in any service offered by LC2B. I expressly agree that this Waiver, Release and Assumption of Risk is intended to be as broad and inclusive as permitted by applicable law and that if any portion of this agreement is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect. This Waiver, Release and Assumption of Risk shall be governed by and construed in accordance with New York law, without regards to conflicts of laws principles, except where preempted by Federal Maritime Law. I agree that any action, suit or proceeding arising out of or relating to it may be brought in any Federal court of competent jurisdiction siting in New York County, and I voluntarily submit to personal jurisdiction in the State of New York.

I, \_\_\_\_\_ (initial), understand and acknowledge that it may become necessary to procure or provide medical assistance for our Client and passengers. Regardless of cause, all such expenses will be paid by the passenger. Authority is hereby granted without limitation to LC2B and its affiliates in all medical matters to order treatment or medical intervention for the passenger. I release all the Released Parties from any claim whatsoever on account or first aid, treatment, or services rendered to me or my family by them.

**Photo Release (Optional)**

I, \_\_\_\_\_ (initial), in consideration of being permitted to participate in the activities being offered by LC2B, being of lawful age, do hereby irrevocably consent to and authorize the use and reproduction by LC2B, or anyone authorized by LC2B, of any and all photographs taken of me while participating in any service offered by LC2B in all forms and media, including without limitation electronic media, to promote LC2B's programs and services online, including without limitation, on social networks.

I, \_\_\_\_\_ (initial), acknowledge that I have read and voluntarily accept the Terms and Conditions, which are incorporated by reference herein, and the Waiver, Release and Assumptions of Risk stated in this document. I have read and understand the contractual terms herein, and I am signing it voluntarily on behalf of myself and my heirs.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_