

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND
INDEMNIFICATION AGREEMENT FOR BOATING ACTIVITIES ON LAKE WHITNEY, TEXAS**

PLEASE READ CAREFULLY BEFORE SIGNING: Your signature at the bottom of this waiver indicates that you agree to release Cap'n Dave's Marine Services LLC from all liability associated with your participation in using one of our services.

GENERAL WAIVER: All guests must have their own medical coverage. No insurance is provided. Guests will not be allowed to board our vessels unless the following information is submitted and this form is signed by the guest. If you do not have medical insurance, or do not have your policy number, write no insurance or no policy number available.

Guests Insurance Company _____

Policy Number _____

I/We, the undersigned, hereby certify that I/We am/are 21 years of age, or the parent or legal guardian of a minor who will be using one of the services offered by Cap'n Dave's Marine Services. I/We hereby give permission for the staff of Cap'n Dave's Marine Services LLC to seek appropriate medical attention for me or my child in the event of accident, injury, or illness while participating in any service offered by Cap'n Dave's Marine Services. I/We will be responsible for any and all costs of medical attention and treatment. I/We understand that medical attention will be sought from the nearest medical facility.

I/We, the undersigned, for ourselves, our heirs, executors and administrators, waive, release and forever discharge Cap'n Dave's Marine Services LLC and its staff, officers, agents, employees, representatives, successors and assigns from any and all liability, claims, demands, actions, and causes of actions whatsoever arising out of or related to any loss, personal injury, including death, or property damage that do or may result in any way, may be sustained or occur during participation in any activities while using our services whether such injuries of any kind or nature are caused by their negligence or not, assuming for myself any and all responsibility and liability for same and I will not sue. I/We understand and agree that I/We will be obligated and responsible for a ONE HUNDRED THOUSAND DOLLAR (\$100,000.00) penalty fee which will be assessed automatically against me/us in the event that I/We, or respective heirs, assigns or beneficiaries institute or attempt to seek legal recourse against any party, person so categorized or entity unto which this document is given. I/We further agree to indemnify and hold harmless all of those above named from any damages, or costs, or expense whatsoever which they, of any of them may incur as a result of any claim brought by anyone against any of them as a result of my preparation for and/or my participation in any activity or service offered by Cap'n Dave's Marine Services LLC.

By entering into this agreement, I am not relying on any oral or written representation or statements made by Cap'n Dave's Marine Services LLC, other than what is set forth in this agreement. I further agree that this Liability Waiver shall be governed by and interpreted in accordance with the laws of the State of Texas, United States of America. That I/We agree that I/We will use reasonable and good faith efforts to settle and to have all problems and issues which arise from my participation in any services offered by Cap'n Dave's Marine Services LLC or any boating endeavor mediated by a Hill County, Texas, state certified arbitrator of the Hill County, Texas Carolina Bar, which would be by an attorney from Hill, Texas; and I/We further agree that any issues requiring litigation will be heard in Hill County, Texas.

If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document. This Liability Waiver has no expiration.

I/We specifically agree that before any boating activity takes place, I/We will, if I/We so desire, inspect the vessel, accepting, and understanding that boating in general has some risk and could become dangerous for any number of reasons. I/We know that boating can carry significant risk of personal injury. I/We know that there are both known and unknown natural and manmade obstacles or hazards, surface and environmental conditions, and risks which in combination with my/my minor child's actions can cause me/my minor child/us very severe or potentially fatal injury. Some of the risks, include, but are expressly not limited to: drowning, hypothermia, injuries from being thrown from the boat, bee stings, insect and/or animal bites, being struck by branches or overhanging tree limbs, lake obstructions, entrapment, and etc. This list is merely a partial list of dangers and risks commonly associated with boating on Whitney Lake. I/We agree that I/We, and ***NOT*** Cap'n Dave's Marine Services LLC, its staff, officers, agents, employees, representatives, and successors, take responsibility for participating in any services offered by Cap'n Dave's Marine Services LLC, and I/We am/are totally responsible for my safety while I/We participate in any activity offered by Cap'n Dave's Marine Services LLC.

I/We completely understand and comprehend that these paragraphs constitute a covenant and a promise on my/our part to fully discharge all of the above- named parties from any and all liability of any kind for any injuries, loss, damage, or death which my result from my participation in these events. This release is binding, and I/We so understand and comprehend, not only upon myself/my minor child but upon my heirs, administrators, executors and assigns, and I herewith reaffirm my/my minor child/we/our free and willing intent to execute it, acknowledging a complete understanding of its terms and conditions and the totality of its effect, and the totality of the waiver of any rights that I/my minor child/We would otherwise have had, had this agreement not been executed.

I/We hereby release and indemnify the Capt'n Dave's Marine Services LLC and any of the officers of any liability in connection with my participation in any/all services offered by Capt'n Dave's Marine Services LLC. I/We acknowledge and comprehend that said participation in any or service offered by Capt'n Dave's Marine Services LLC is elected by me/my minor child/us and is not required. I/We voluntarily assume full responsibility for any risk or loss, damage, or personal injury, including death that may be sustained by me/us or my/our child as a result of participating in any service offered by Capt'n Dave's Marine Services LLC.

I/WE THE UNDERSIGNED, HAVE READ AND COMPLETELY UNDERSTAND THE RELEASE AGREEMENT ABOVE.

PRINTED NAME: (Adult or Minor) _____ BOATER'S AGE: _____

SIGN HERE: (Adult or Minor) _____ DATE: _____

IF UNDER 18 YEARS OF AGE, MUST HAVE GUARDIAN SIGNATURE ALONG WITH A WITNESS SIGNATURE:

GUARDIAN'S PRINTED NAME: _____

GUARDIAN'S SIGNATURE: _____ DATE: _____

WITNESS PRINTED NAME: _____

WITNESS SIGNATURE: _____ DATE: _____