

LIABILITY WAIVER AND RELEASE AGREEMENT

Good Times – 2017 Leopard 43 Powercat
Operated by Good Times Adventures LLC
Owned by Molly Berry & Wade Berry



In consideration of being allowed to board and participate in activities aboard the vessel known as Good Times, a 2017 Leopard Powercat (the "Vessel"), I, the undersigned participant, on behalf of myself, my heirs, personal representatives, assigns, and estate, agree to the following terms:

- I. Acknowledgement of Risks. I acknowledge and understand that boating and water-related activities involve inherent risks, including but not limited to injury, drowning, falls, collisions, equipment failure, and unpredictable weather or sea conditions. I voluntarily accept and assume all risks associated with my participation.
II. Waiver and Release of Liability. I hereby voluntarily release, waive, discharge, and hold harmless:
a. Molly Berry & Wade Berry, owners of the Vessel,
b. Good Times Adventures LLC, its members, managers, agents, contractors, and affiliates, and
c. The Vessel itself (in rem)
From any and all liability, claims, demands, actions, or causes of action arising from or related to any loss, damage, injury, illness, or death that may be sustained by me while aboard or in connection with the Vessel, whether caused by negligence or otherwise.
III. Medical Declaration. I certify that I am physically capable of participating in boating activities and that I do not have any medical conditions that would impair my ability to safely do so. I fully understand that the vessel has limited medical facilities and that in the event of illness or injury, appropriate care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.
IV. Responsibility for Personal Property. I acknowledge that I am solely responsible for my personal belongings while aboard the Vessel, and I release the above parties from liability for any lost, stolen, or damaged property.
V. Indemnification. I agree to indemnify and hold harmless the Owners and Operator from any claims, damages, or legal fees that may arise from my actions or failure to follow safety instructions while aboard the Vessel.
VI. Governing Law and Jurisdiction. This Waiver shall be governed by the laws of the United States Virgin Islands. Any disputes shall be resolved exclusively in the courts located in St. Croix, VI.
VII. Severability. If any portion of this Waiver is found to be unenforceable, the remaining provisions shall remain in full force and effect.

By signing below, I acknowledge that I have read and fully understand this waiver and release, and that I sign it voluntarily.

Date of signature (this release is not intended to expire): _____

Signature: _____ Print Name: _____

Address: _____ Phone: _____

Signature: _____ Print Name: _____

Address: _____ Phone: _____

Signature: _____ Print Name: _____

Address: _____ Phone: _____

Signature: _____ Print Name: _____

Address: _____ Phone: _____

Signature: _____ Print Name: _____

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Signature: _____ Print Name: _____

Address: _____ Phone: _____

Signature: _____ Print Name: _____

Address: _____ Phone: _____

Signature: _____ Print Name: _____

Address: _____ Phone: _____

Signature: _____ Print Name: _____

Address: _____ Phone: _____

FOR PARTICIPANTS UNDER THE AGE OF 18

I am the parent or legal guardian of the minor listed below. I have read and fully understand the terms of this Waiver and Release. I consent to the minor's participation and, on their behalf, voluntarily agree to all terms stated above. I agree to release, hold harmless, and indemnify the Owners and Operator from any and all claims arising from the minor's participation.

Name of Minor: _____ Name of Minor: _____

Name of Minor: _____ Name of Minor: _____

Name of Minor: _____ Name of Minor: _____

Parent/Guardian Name: _____ Date: _____

Parent/Guardian Signature: _____