

Yacht-O-Fun Charters **Waiver and Release of Liability**

In consideration of being allowed to participate in any way in the boat charter provided by Yacht-O-Fun Charters, including related events and activities, the undersigned acknowledges, appreciates, and agrees that:

I am aware that there are inherent risks associated with participation in any type of boating activity, including riding on a boat, boarding or exiting a boat, tubing or waterskiing from a boat, or swimming from or near a boat. I understand that enjoying boating activities requires strict adherence to rules and safety measures. I agree that the participant(s) named below and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any activity provided by Yacht-O-Fun Charters. In addition, if I observe any hazard during our participation, I will bring it to the attention of an employee, operator or official of Yacht-O-Fun Charters immediately.

I UNDERSTAND THAT THE RISK OF INJURY FROM PARTICIPATING IN ANY TYPE OF BOATING ACTIVITY IS SIGNIFICANT, INCLUDING THE POTENTIAL FOR CATASTROPHIC INJURY, PERMANENT PARALYSIS AND EVEN DEATH, AS WELL AS OTHER DAMAGES AND LOSSES, SOME OF WHICH ARE OUTSIDE THE CONTROL OF THE OPERATOR OF THE BOAT AND I, ON BEHALF OF MYSELF AND THE PARTICIPANT(S) NAMED BELOW, KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS BOTH KNOWN AND UNKNOWN, INCLUDING THOSE ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR OUR PARTICIPATION; and

I, FOR MYSELF AND THE PARTICIPANT(S) NAMED BELOW, AND OUR RESPECTIVE HEIRS, ASSIGNS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN, HEREBY RELEASE AND HOLD HARMLESS, YACHT-O-FUN CHARTERS, LARRY J. RAINES, JR., CAROLYN RAINES, AND THEIR AFFILIATES, OFFICERS, MEMBERS, CREW, AGENTS, AND EMPLOYEES, OTHER PARTICIPANTS, SPONSORS, AND OWNERS OR LESSORS OF ANY WATERCRAFT USED TO CONDUCT THE EVENT OR CHARTER ("RELEASEES"), FROM AND AGAINST ANY AND ALL CLAIMS, INJURIES, LIABILITIES, DISABILITY, DEATH, LOSSES OR DAMAGES ARISING OUT OF OR RELATED TO OUR PARTICIPATION IN ANY AND ALL ACTIVITIES PROVIDED BY YACHT-OF-FUN CHARTERS, INCLUDING USE OF ANY BOAT, EQUIPMENT, TUBES, SKIS, DOCK, MARINA PROPERTY, OR LAKE LEWISVILLE, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Date Signed _____

Signature of Participant

Printed Name of Participant

FOR PARTICIPANTS OF MINORITY AGE (UNDER THE AGE OF 18)

I represent that I am the parent or legal guardian of the participant(s) named below, or I have obtained permission from the parent/legal guardian of the participant(s) named below to execute this agreement on their behalf.

Participant Name

Date of Birth

Participant Name

Date of Birth

Date Signed _____

Signature of Parent / Guardian

Printed Name of Parent / Guardian

Emergency Telephone Number