

Assumption of Risks, Complete Release of Liability And Water/Swimming Activities Waiver

I understand that the purpose of signing this document is to exempt and release JT Goods, Inc./DBA JT's Boat Rentals, the City of Lewisville, Trett Enterprises, Inc./DBA Eagle Point Marina, The Army Corps of Engineers, New Millennium Group/DBA Sneaky Pete's, LJH Interests, et.al, their owners, employees, agents, and associated personnel, and their boats (whether owned, operated, leased or chartered), hereinafter referred to as "Released Parties," and to hold these entities harmless from any and all liabilities arising as a consequence of the following, or any other acts or omissions on their part including, but not limited to, negligence of any type.

1. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH SWIMMING, BOATING AND WATER ACTIVITIES, including but not limited to, equipment failure, perils of the sea, weather, harm caused by marine creatures (including bites), insects, sunburn, dehydration, acts of fellow participants or terrorism, entering and exiting the water, boarding or disembarking boats, activities on the docks. etc. and I HEREBY ASSUME ANY AND ALL SUCH RISKS. If I do not speak English, it is my responsibility to inform the Captain so an interpreter may be found.
2. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND THE SAFETY OF THOSE FOR WHOM I AM RESPONSIBLE, AND I AGREE TO DO SO. I will supervise any children at all times and ensure that those under 13 wear a life vests at all times, whether in the water or while on the vessel.
3. I assert that I am physically fit to swim, ride on a boat, engage in any charter activities, either in the boat or in water, and I will not hold the Released Parties responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) which occur while swimming, floating, riding on the boat, or otherwise participating in the trip. I understand that proper swim attire is required and that nude or night swimming is strictly prohibited.
4. **I will not remove my floatation device at any time while in the water.** I acknowledge that I was instructed on location, proper use and donning of life vest and that its removal is a violation of safety rules and procedures for which I expressly assume all risks. **Children under 13 yrs. must wear life vests at ALL times while on vessel or in the water.** I understand there is no lifeguard on duty and that nudity and/or night swimming is strictly prohibited
5. If drinking alcoholic beverages, I certify that I am at least 21 yrs. old. I agree to remain on the boat and not enter the water as it would be unsafe to do so. I agree to abide by all laws that prohibit under-age (21) alcohol consumption.
6. If I become distressed at the surface, or observe others in distress, I will immediately notify a crew member.
7. I fully understand that the chartered boat has no medical facilities, and that in the event of illness or injury, appropriate medical care must be summoned by telephone with treatment delayed until I can be transported to a proper medical facility. I agree in advance to these conditions. I understand there is no lifeguard on duty and that nude sunbathing or swimming or swimming at night or entering the water while intoxicated is strictly prohibited.
8. The charter personnel have made no representation to me implied or otherwise that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid, I would like assistance and will not hold the Released Parties, their crew, passengers or others responsible for their actions in attempting the performance of rescue or first aid. **It is my responsibility to furnish an interpreter if I do not understand English.**
9. IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE ALL RELEASED PARTIES AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE. I ASSUME ALL RISKS IN CONNECTION WITH SWIMMING, BOATING AND WATER ACTIVITIES INCLUDING, BUT NOT LIMITED TO, THE MAINTENANCE OF THE EQUIPMENT OR ORGANIZATION OF THIS ACTIVITY.
10. I have carefully read this contract in its entirety, fully understand its contents, do hereby verify that I had an interpreter if I am a non-English speaking person, and agree to the terms and conditions of this contract on behalf of myself, my heirs, and my personal representatives. This document constitutes the final and entire agreement between Released Parties and the Undersigned (signature on the reverse of this page.) There are NO WARRANTIES, expressed or implied, which extend beyond the description of the activity listed on this form. **THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.**

I have read this agreement and am aware that it is a release of liability and a contract between myself and the Released Parties. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future. This is to certify also that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releases and, for myself, my child, all heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless all parties to the fullest extent permitted by law of the involvement or participation in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES. **My signature and printed name on back of this page attests to my full understanding, agreement and acceptance of inherent risks to participate in the charter.**