



RELEASE OF LIABILITY AND ASSUMPTION OF RISK (PROPERTY RULES AND GUIDELINES)

The individual named below (referred to as "I" or "me") desires to participate in one of the following activities:

1. Entering the premises of 161 S. Main Street, Building 3, Middleton, MA 01949.
2. Showing a boat/vessel by brokerage or personal sale on the above premises in Section 1.
3. Maintaining a boat/ vessel personally or by brokerage on the above premises in Sections 1.
4. Entering the above premises in Section 1 for any authorized reason to gain access to a vessel/ boat within the premises.

The activities listed above must be approved by a representative of Richard's Marine Service Inc. ("Company"), a business entity located at 161 S. Main Street, Building 3, Middleton, MA 01949. As lawful consideration for being permitted by the Company to participate in one of the above activities, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES OR MAY BECOME DANGEROUS AND INVOLVE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, INJURY THAT COULD BE SUSTAINED, AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF ME, MY GUESTS, OR OTHERWISE.



I hereby expressly waive and release any and all claims, now known or hereafter known against Company, and its officers, directors, employees, agents, affiliates, (shareholders/members), successors, and assigns (collectively "Releasees"), on account of injury, death, or property damage arising out of or attributable to my participation in the activities. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the company and all other Releasees from liability under such claims.

I hereby understand that there shall be no persons under the age of 18 years old with me as a guest on the premises listed above for any reason what so ever.

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers (incurred by/ awarded against indemnified party in a final non appealable judgment, arising out or resulting from any claim of a third party related to the activities.

This agreement constitutes the sole and entire agreement of Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule, whether of the Commonwealth of Massachusetts or any other jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts of Essex County, Massachusetts, and I hereby consent to the exclusive jurisdiction of such courts.



PROPERTY GUIDELINES

I hereby understand no debris, trash, and/or material shall be left on the property once gone from the premises. I understand I will be charged a disposal if for any trash, debris, and/or material left on the premises.

I understand that I am not to be on the premises without an employee of Richard's Marine Service Inc. present on the premises at a scheduled/ designated time, unless otherwise authorized.

I understand that there shall be no persons under the age of 18 years old with me as a guest on the premises listed above for any reason what so ever.

I understand I am not to use any materials of Richard's Marine Service Inc., including but not limited to: dumpsters, water usage, electrical usage, shop tools and materials, etc., without authorized consent from the Owner and/or Office Manager of Richard's Marine Service Inc.

I understand that with this agreement is the authorization to work on my vessel on the premises and I am not to enter the physical building of the above premises where only employees of Richard's Marine Service Inc. are permitted.

I understand that I am authorized to be on the premises within a designated and authorized time frame, and will not be on said premises before or after that time frame.

I understand that there is no smoking allowed on the premises.

I understand that there is no alcohol consumption allowed on the premises.

I understand that there are no pets (unless it is a documented service animal) allowed on the premises.

I understand that I am fully responsible for any damage I cause to any of the vessels on the premises.

I hereby understand that I am permitted to be on said premises for one of the above stated activities, but I will not ask for assistance, help, and/or advice from the employees of Richard's Marine Service Inc., during their designated working hours. Any time employees use to assist me, I agree to the terms of being charged for that time.



**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD
ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM
VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLDUNG
THE RIGHT TO SUE THE COMPANY.**

Signed:_____

Printed:_____

Address:_____

Date:_____

Signed:_____

Printed:_____

Address:_____

Date:_____

(Company Representative)