
**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**
(Hereinafter referred to as the "Release Agreement")

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

**Release and Waiver of Claims: Assumption of the
Risk Indemnification Agreement**

PLEASE READ CAREFULLY

In consideration of being allowed to use the facilities, vessel(s), and participate in the activities (collectively, "the Charter") provided by Luxury Jet Cars, LLC, who will from this point forward be referred to herein as the "Host", I and any minor children for whom I am legally or otherwise responsible, do hereby agree to the fullest extent permitted by law, as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I, and any minor children for whom I am legally or otherwise responsible, or anyone claiming on my behalf or on behalf of said minor child(ren), have or may have against the Host and to release the Host and their respective owners, related and affiliated entities, parents, operators, employees, agents, officers and the Host's Insurance company and their agents, from any and all liability for any and all loss, damage, injury, illness or death, that I or said minor child(ren) may suffer or that next of kin may suffer, as a result of my or said minor child(ren)'s participation in the Charter.
2. **TO ASSUME ALL RISKS** of participating in the Charter and using the vessel(s) and equipment, even those caused by the negligent acts or conduct of the Host and/or their respective owners, related and affiliated entities, parents, operators, employees, agents, officers and the Host's Insurance company and their agents. I, and any minor children for whom I am legally or otherwise responsible understand that there are inherent risks of participating in the Charter and using the vessel(s) and equipment, which may be both foreseen and unforeseen and may include serious physical or psychological injury, illness and death. These inherent risks include, but are not limited to, operator, captain, and/or crew error, changing weather conditions, equipment failure, perils of the sea, harm caused by other vessels, acts of fellow participants, entering and exiting the water, boarding or disembarking the vessel, and activities on the docks. I have carefully considered the risk involved and understand that participation is entirely voluntary.
3. **TO RELEASE AND FOREVER DISCHARGE** the Host and their respective owners, related and affiliated entities, parents, operators, employees, agents, officers and the Host's Insurance company and their agents, from any and all liability for any and all loss, damage, injury, illness, death, or expense that I, and any minor children for whom I am legally or otherwise responsible, and/or either of our next of kin, may suffer, arising out of either or both of our participation in the Charter and use of the vessel(s) and equipment. I, and any minor children for whom I am legally or otherwise responsible, specifically understand that we are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host and/or their respective owners, related and affiliated entities, parents, operators, employees, agents and or officers to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct. And
4. **TO INDEMNIFY, DEFEND AND HOLD HARMLESS** the Host and their respective owners, related and affiliated entities, parents, operators, employees, agents, officers and the Host's Insurance company and their agents, from any and all liability for any and all loss, damage, injury, illness, death or expense

that I, and any minor children for whom I am legally or otherwise responsible and/or either of our next of kin, may claim or suffer, arising out of participation in the Charter and/or use of the vessel(s) and equipment.

PHOTOGRAPHY/VIDEO

I hereby grant to the Host, its representatives, and employees the right to take photographs/videos of me in connection with my participation in the Charter. I hereby authorize the Host to copyright, use, and publish the same in print and/or electronically. I hereby agree that the Host may use such photographs of me for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

PERSONAL RESPONSIBILITY

I understand that I have a duty to exercise reasonable care for my own safety and the safety of any minor children for whom I am legally or otherwise responsible and agree to assume full responsibility for our safety while participating in the Charter and verify that we are physically able to participate. I agree to abide by all applicable federal, state and local laws and regulations while participating in the Charter, including while on the vessel, boarding or disembarking the vessel, or upon the dock or premises, or in any body of water where the vessel is taken or operated.

I certify and represent that I and any minor children for whom I am legally or otherwise responsible are physically fit and have no physical or mental conditions that would preclude us from participating in the Charter and that we are not participating against medical advice.

I, and any minor children for whom I am legally or otherwise responsible, understand that our participation in the Charter is entirely voluntary and further understand that we have the opportunity to inspect the Host's equipment, facilities, and vessels before any participation.

If, while participating in the Charter, I, or any minor children for whom I am legally or otherwise responsible, observe any unusual hazard or condition which either of us believe jeopardizes our personal safety or that of others, we will remove ourselves from participation in the Charter and immediately bring said hazard or condition to the attention of the Host.

GOVERNING LAW/SEVERABILITY

This RELEASE AGREEMENT shall be construed under and governed by the laws of the United States of America, and, to the extent applicable, the laws of the State of Illinois, excepting for the choice of law rules of said state and except to the extent preempted by applicable federal and maritime laws of the United States. If any provision shall, for any reason, be found to be invalid, illegal, or unenforceable in any respect, such shall not affect any other provision of this RELEASE AGREEMENT. Any actions or controversies arising out of or relating to this RELEASE AGREEMENT or to the Charter shall be brought in the federal court of the Northern District of Illinois, Eastern Division, and I expressly agree to submit to the personal jurisdiction of said courts. I agree that this RELEASE AGREEMENT is intended to be as broad and inclusive as permitted by the law.

ACKNOWLEDGMENT

In signing this RELEASE AGREEMENT, I acknowledge and represent that I have read the foregoing paragraphs, understand them, and sign this document voluntarily and of my own free act and deed. No oral representations, statements, or inducements, apart from this document, have been made. I represent and warrant that I am at least eighteen (18) years of age and fully competent. I represent and warrant that if I am signing this

RELEASE AGREEMENT on behalf of a minor, I am authorized to do so. I execute this RELEASE AGREEMENT fully intending that I and any minor(s) for whom I am signing be fully bound by same. I am aware that this is a RELEASE OF LIABILITY and WAIVER of certain rights.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT, I AM WAIVING, FOR MYSELF AND FOR ANY MINOR CHILDREN FOR WHOM I AM LEGALLY OR OTHERWISE RESPONSIBLE, CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR [OUR] HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE HOST.	
Participant signature	Name printed
Name of Minor Child	Name of Minor Child
Witness signature	Date signed

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