

E-FOIL ACTIVITY WAIVER

WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF THE RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

Please be aware: by signing this document you are waiving certain legal rights, including the right to sue. Please read and be certain you understand the implications of signing this document.

The undersigned parties do hereby affirm and acknowledge the inherent hazards and risks associated with participating in the instruction and operation of E-Foils. We fully understand that these risks can lead to severe injury and even death.

In consideration of that certain Lease between the undersigned parties, as Lessee(s), and Raleigh E-Foils, LLC, as Lessor for the lease of an E-Foil (hereinafter referred to as the "E-Foil"), we, for ourselves, our personal representatives, heirs and next of kin do HEREBY acknowledge that the instruction and operation of E-Foils ARE POTENTIALLY DANGEROUS ACTIVITIES and involve the risk of serious injury and/or death and/or property damage;

WE HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE Raleigh E-Foils, LLC, its owners, officers, member/managers, employees and agents (collectively, the "Releasees") from all liability resulting in any loss or damage, and any claim or demand therefor on account of injury to our person or property, or resulting in death, now and forever, arising out of or related to instruction, use and/or operation of the E-Foil, whether caused by the negligence of the Releasees, or otherwise;

WE HEREBY EXPRESSLY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE, now and forever, arising out of, or related to the instruction, use and/or operation of the E-Foil, whether foreseen or unforeseen and whether caused by the negligence of the Releasees, or otherwise;

WE EXPRESSLY agree to INDEMNIFY and SAVE and HOLD HARMLESS the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of our use or operation of the E-Foil, or the use of or operation of the E-Foil by third parties during the term of the Lease, or any other operations, whether caused by the negligence of the Releasees, or otherwise;

If any provision of this document is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be constructed as though the unenforceable provision had never been contained in this document.

In executing this document, we are not relying on any oral or written representations of statements made by the Releasees, other than what is set forth in this agreement.

The undersigned parties hereby declare that we have read the Waiver of Claims, Release of Liability, Express Assumption of Risk, and Indemnity Agreement and fully understand that we have given up substantial rights by signing it. We are aware of its legal consequences, and have signed it freely and voluntarily without inducement, assurance, or guarantee being made to us and intend our signatures to be complete and unconditional release of all liability to the greatest extent allowed by law. We hereby declare that we are of legal age and are competent to sign this agreement.

Lessee:

_____(Seal)

Typed/Printed Name: _____

Date: _____

_____(Seal)

Typed/Printed Name: _____

Date: _____

As parent or guardian, I am signing this document on behalf of my minor child(ren), namely _____, and agree to be specifically bound to all the terms and conditions of this agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without inducement, assurance or guarantee being made to me. I intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law.

_____(Seal)

Typed/Printed Name: _____

Date: _____

_____(Seal)

Typed/Printed Name: _____

Date: _____