## ISLAND CONNECTION NORTH HAVEN, LLC 9 Dole Road, North Haven, Maine 04853

## WAIVER AND RELEASE OF LIABILITY AGREEMENT

I do hereby affirm and acknowledge that I am fully aware of the inherent hazards and risks associated with Boat Travel. I fully understand that these risks can lead to severe injury and even loss of life. I understand that boat travel may be conducted at a site that is remote from competent medical assistance, nevertheless, I choose to proceed even in the absence of competent medical assistance. Additionally, I understand that there are also risks associated with boat travel, including, but not limited to slips and falls, lightning strikes, and the possible injury or loss of life as a result of a boat accident. Despite the potential hazards and dangers associated with the activity of Boat Travel, I wish to proceed and I freely accept and expressly assume all risks, dangers and hazards that may arise from these activities which could result in personal injury, loss of life, and property damage to me.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of being allowed to participate in Boat Travel I hereby agree as follows:

- 1. TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive, with the exception of intentional, wanton or willful misconduct, that I may have in the future against Island Connection North Haven L.L.C. (hereinafter referred to as "Operator").
- 2. TO RELEASE THE OPERATOR'S EMPLOYEES from liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs executors or assigns may have for personal injury, property damage or wrongful death arising from Boat Travel whether caused by active or passive negligence of the *Operator* or otherwise. By executing this document, I agree to hold the *Operator* harmless for any injury, or loss of life, or property damage, or consequential damages, which may occur during Boat Travel and related activities.
- 3. By entering into this agreement, I am not relying on any oral or written representation or statements made by the *Operator*, other than what is set forth in this agreement.
- 4. Guardian's signature releases all claims on behalf of minors against the *Operator* and Employees.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT. Signatures/Names:

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