

# North Georgia Excursion Boat Tour

## Waiver and Release of Liability

I, (print your name) \_\_\_\_\_ (“Participant”), wish to participate as a passenger on a recreational boat (the “Boat”) tour operated by North Georgia Excursion, LLC (“NGE”) on Lake Sidney Lanier, Georgia, including travel to/from the parking area to the Boat dock via a utility task vehicle/all-terrain vehicle (“ATV”) (collectively, the “Lake Lanier Tour”). In consideration for being allowed to participate in the Lake Lanier Tour, I hereby understand, acknowledge, and agree to the following:

1. Inherent danger. Participation in the Lake Lanier Tour is inherently dangerous and exposes me to risk of injury and even death. For example, injuries could result from: (a) exposure to the elements (e.g., sun, wind, rain, lightening, etc.); (b) equipment failure; (c) general perils of being on/in a lake, and one with limited visibility below the surface; (d) the actions of other vessels; (e) my own acts; (f) acts of fellow participants; (g) entering and exiting the water; (h) boarding, exiting, jumping off, or falling off the Boat or ATV; (i) using the Boat toys such as the water slide; and (j) miscellaneous activities on private or public docks. Possible resulting injuries include, but are not limited to: (i) skin burns and rashes; (ii) injuries to muscles, tendons, joints, and bones; (iii) soft-tissue injuries; (iv) heat exhaustion; (v) heart attack; (vi) head and neck injuries; (vii) spinal injuries and resulting partial or complete paralysis; and (viii) death. I will limit my participation in the Lake Lanier Tour only to those activities that I am physically capable.

2. Assumption of the risk. I assume all risk of personal injury and property damage associated with my participation in the Lake Lanier Tour, including, but not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I acknowledge and understand that these injuries or outcomes may arise from my own negligence or the negligence of others. Regardless of the type of injury, damage, or cause, I assume all risks, both known and unknown to me, by my participation in the Lake Lanier Tour.

3. No Representations or Warranties. NGE has made no express nor implied representations or warranties as to its ability to operate the Boat or ATV, or the ability to perform safe rescues or render first aid. In the event I show signs of distress or call for aid, I consent to such assistance, recognize the possible complications from same, and will not hold the NGE or any other person or entity responsible for their actions in providing, or attempting to provide, first aid.

4. Rules. Smoking of any kind on the Boat and/or the consumption of alcoholic beverages by anyone under 21 years of age before and/or during the Lake Lanier Tour is strictly prohibited. I will notify the Boat operator immediately of any such violation by anyone in my party. Any violation of these rules, disobedience of the Boat operator’s instructions, or general misconduct as determined by the Boat operator, may result in the immediate termination of the Lake Lanier Tour and the forfeiture of all fees paid for same. I am solely responsible for ensuring that everyone in my party will be driven home at the conclusion of the Lake Lanier Tour by a designated, non-drinking person capable of safely driving them home.

5. Photos/Videos. I understand and accept that NGE may take pictures/digital images or videos of me during the Lake Lanier Tour which may later be used/published for online media, printed brochures, videos, websites, and other formats. I understand that I will not be paid in any way for the use of pictures/digital images or videos of me. I grant and convey to NGE all right, title, and interests in any and all photographs, images, video or audio recordings of me or my likeness made by NGE in connection with my participation in the Lake Lanier Tour including but not limited to any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Release. I, for myself, and for my heirs, executors, administrators and anyone else entitled to act on my behalf, to the full extent permitted by law, waive, release, covenant not to sue, and forever discharge NGE, its officers, directors, managers, members, employees, agents, servants, attorneys, staff, volunteers, representatives, successors and assigns (collectively, the “Releasees”), from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, sickness, and injury including death, that may be sustained by me, or any of the property belonging to me, whether

caused by the negligence of the Releasees or otherwise, related in any way to my participation in the Lake Lanier Tour, or on account of any first-aid treatment or other medical services rendered in connection with an emergency during my participation in the Lake Lanier Tour, willful or wanton negligence or misconduct excepted.

7. Indemnification. I agree to defend, indemnify and hold harmless the Releasees from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of my participation in the Lake Lanier Tour. I shall, at my sole cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Releasees in any such action, I shall, at my sole cost and expense, satisfy and discharge such obligation of Releasees. Releasees shall have the right, at their own expense, to participate in the defense of any suit, without relieving me of any of my obligations hereunder.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

**8. LIMITATION OF LIABILITY. TO THE FULL EXTENT PERMITTED BY LAW, RELEASEES' TOTAL LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS OF ANY KIND WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH, OR RESULTING FROM THIS WAIVER AND RELEASE AND/OR THE LAKE LANIER TOUR, SHALL NOT EXCEED THE FEE PAID FOR THE LAKE LANIER TOUR, EXCEPTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASEES.**

9. Emergency Authorization. In case of emergency, I authorize NGE to notify emergency responders as necessary and appropriate, and authorize all healthcare providers to administer any reasonable and appropriate medical treatment to me, including but not limited to, anesthesia, blood transfusion(s), and surgery, as deemed necessary (collectively, the "Medical Services"). Moreover, I assume complete financial responsibility for all (i) Medical Services, and (ii) damage to property which results from my willful, reckless, or negligent acts, and to indemnify, defend, and hold harmless NGE for any and all claims related to same. I fully understand and accept that the Boat contains limited medical emergency equipment. Therefore, in the event of illness or injury during the Lake Lanier Tour, appropriate medical care may have to be summoned via cellular phone. Depending on the availability of cellular service and the distance between the Boat and first responders, proper medical treatment may be delayed which could further compound any injuries I sustain.

**\*\*\*NOTE\*\*\* There are (8) pages in total within this document you are signing.**

Participant #1

By signing below, I confirm that I have read and understand this Waiver and Release agreement, that I am of legal age, that I am freely and voluntarily signing this agreement, and that no oral representations, statements, or inducements apart from this agreement have been made. I further understand that by signing this Waiver and Release agreement, I am giving up legal rights and remedies that I might have now or in the future.

(print your name) \_\_\_\_\_

Participant's signature (if > 18 years of age): \_\_\_\_\_

Parent/Legal Guardian Signature (if Participant is < 18 years of age): \_\_\_\_\_

Date: \_\_\_\_\_

In case of emergency, contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Participant #2

By signing below, I confirm that I have read and understand this Waiver and Release agreement, that I am of legal age, that I am freely and voluntarily signing this agreement, and that no oral representations, statements, or inducements apart from this agreement have been made. I further understand that by signing this Waiver and Release agreement, I am giving up legal rights and remedies that I might have now or in the future.

(print your name) \_\_\_\_\_

Participant's signature (if > 18 years of age): \_\_\_\_\_

Parent/Legal Guardian Signature (if Participant is < 18 years of age): \_\_\_\_\_

Date: \_\_\_\_\_

In case of emergency, contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Participant #3

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(print your name) \_\_\_\_\_

Participant's signature (if > 18 years of age): \_\_\_\_\_

Parent/Legal Guardian Signature (if Participant is < 18 years of age): \_\_\_\_\_

Date: \_\_\_\_\_

In case of emergency, contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Participant #4

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(print your name) \_\_\_\_\_

Participant's signature (if > 18 years of age): \_\_\_\_\_

Parent/Legal Guardian Signature (if Participant is < 18 years of age): \_\_\_\_\_

Date: \_\_\_\_\_

In case of emergency, contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Participant #5

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(print your name) \_\_\_\_\_

Participant's signature (if > 18 years of age): \_\_\_\_\_

Parent/Legal Guardian Signature (if Participant is < 18 years of age): \_\_\_\_\_

Date: \_\_\_\_\_

In case of emergency, contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Participant #6

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(print your name) \_\_\_\_\_

Participant's signature (if > 18 years of age): \_\_\_\_\_

Parent/Legal Guardian Signature (if Participant is < 18 years of age): \_\_\_\_\_

Date: \_\_\_\_\_

In case of emergency, contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Participant #7

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(print your name) \_\_\_\_\_

Participant's signature (if > 18 years of age): \_\_\_\_\_

Parent/Legal Guardian Signature (if Participant is < 18 years of age): \_\_\_\_\_

Date: \_\_\_\_\_

In case of emergency, contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Participant #8

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(print your name) \_\_\_\_\_

Participant's signature (if > 18 years of age): \_\_\_\_\_

Parent/Legal Guardian Signature (if Participant is < 18 years of age): \_\_\_\_\_

Date: \_\_\_\_\_

In case of emergency, contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Participant #9

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(print your name) \_\_\_\_\_

Participant's signature (if > 18 years of age): \_\_\_\_\_

Parent/Legal Guardian Signature (if Participant is < 18 years of age): \_\_\_\_\_

Date: \_\_\_\_\_

In case of emergency, contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Participant #10

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(print your name) \_\_\_\_\_

Participant's signature (if > 18 years of age): \_\_\_\_\_

Parent/Legal Guardian Signature (if Participant is < 18 years of age): \_\_\_\_\_

Date: \_\_\_\_\_

In case of emergency, contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Participant #11

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(print your name) \_\_\_\_\_

Participant's signature (if > 18 years of age): \_\_\_\_\_

Parent/Legal Guardian Signature (if Participant is < 18 years of age): \_\_\_\_\_

Date: \_\_\_\_\_

In case of emergency, contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Participant #12

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(print your name) \_\_\_\_\_

Participant's signature (if > 18 years of age): \_\_\_\_\_

Parent/Legal Guardian Signature (if Participant is < 18 years of age): \_\_\_\_\_

Date: \_\_\_\_\_

In case of emergency, contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Participant #13

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(print your name) \_\_\_\_\_

Participant's signature (if > 18 years of age): \_\_\_\_\_

Parent/Legal Guardian Signature (if Participant is < 18 years of age): \_\_\_\_\_

Date: \_\_\_\_\_

In case of emergency, contact: \_\_\_\_\_

Phone: \_\_\_\_\_