

## RELEASE AND WAIVER OF LIABILITY

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between \_\_\_\_\_, Party of the First Part, and MITCHELL CREEK MARINA, LLC, Party of the Second Part.

### WITNESSETH:

That for and in the consideration of the Party of the Second Part allowing my participation in the Jaws on the Water Movie Activity at Mitchell Creek Marina on July \_\_\_\_\_, 2016. I hereby release Mitchell Creek Marina, LLC, from any harm, injury or loss that may occur to me or my property as a result of my participation in the Activity or during any transportation to or from the Activity—including any injury or loss caused by the negligence of Mitchell Creek Marina, LLC, its employees, agents and officers, its contractors, and other Activity participants. I also understand that any equipment that I provide or may borrow or rent from Mitchell Creek Marina or any other provider I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

Further I RELEASE Mitchell Creek Marina, LLC, its employees, agents, officers, and contractors, the providers of any equipment used in the Activity, land owner, municipal or governmental providers of use permits, and their respective employees, officers, and directors (“the Released Parties”) FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This RELEASE does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Tennessee law does not permit to be excluded by agreement. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activity or are related in any way to the Activity.

INDEMNIFICATION HOLD HARMLESS AND DEFENSE: I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims to which this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney’s fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

AGREEMENT TO FOLLOW DIRECTIONS: I agree to follow the rules for the Activity provided to me and to follow directions given to me by the leaders of the Activity, including WEARING A LIFE VEST whenever I am on the water. I agree to stay in the designated area for the duration of the entire length of the

event. I further agree to not use or possess alcoholic beverages or illegal controlled substances inside the designated area.

**INDEPENDENT CONTRACTORS:** I acknowledge that Mitchell Creek Marina has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.

**USE OF MY LIKENESS:** I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to REI and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

**SEVERABILITY:** I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by Tennessee law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS OR OTHER INDUCTMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Signature of Customer: \_\_\_\_\_ Date: \_\_\_\_\_  
Name Printed: \_\_\_\_\_ Date of birth: \_\_\_\_\_

If participant is a minor, signature of parent or responsible adult is required below: In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties (defined in Section 3) from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that Washington law does not permit to be excluded by agreement.

Parent/Responsible Adult Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
(relationship): \_\_\_\_\_ Date: \_\_\_\_\_