

**WIND & WATER ADVENTURES, LLC
RELEASE OF LIABILITY
ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT**



This document affects your legal rights: Read BOTH SIDES carefully before signing.

1. ACTIVITY AND ASSOCIATED RISKS: I have chosen to participate in the following activity: _____, which is organized by Wind & Water Adventures, LLC. I understand that the Activity is considered an extreme sport, and I may be exposed to dangers and hazards, including some of the following: unpredictable water currents, lightning, hypothermia, hostile or aggressive wildlife, drowning, death, falls, fractures, concussions, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, equipment failures, or my failure to wear a personal flotation device or use other protective gear, and negligence of others; as a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged; Hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Activity; and Wind & Water Adventures, LLC assumes no responsibility for providing medical care during the activity, and I will have to pay for any medical care and/or evacuation that I incur.

In consideration of the permission to participate in the Activity, I agree to the terms contained in this document.

2. ASSUMPTION OF THE RISKS: I hereby freely assume the above-mentioned risks as well as other risks not listed that are part of this activity, and 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 Wind & Water Adventures, 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 Wind & Water Adventures, LLC 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.

3. RELEASE OF LIABILITY: I hereby RELEASE Wind & Water Adventures, 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 North Carolina 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.

4. INDEMNIFICATION HOLD HARMLESS AND DEFENSE: I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of 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.

5. 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 HELMET, and LIFE VEST OR PERSONAL FLOTATION DEVICE whenever I am on the water.

6. INDEPENDENT CONTRACTORS: I acknowledge that Wind & Water Adventures, LLC, has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.

7. 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 Wind & Water Adventures, LLC 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.

8. 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 North Carolina 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.

9. APPLICABLE LAW, FORUM & ATTORNEY'S FEES: This agreement is governed by and shall be construed in accordance with the laws of the state of North Carolina, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Activity shall be brought only in the Onslow County Courthouse, and I agree to the jurisdiction and venue of this court for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the non-prevailing party will pay all attorney's fees and costs of the parties seeking to uphold 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 INDICEMENTS 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*

Name (first and last):*

Date*(MM/DD/YYYY)

Date of Birth: *(MM/DD/YYYY)

PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for each participant under the age of 18)

In consideration of: (Please Print each Minor's Full Name)

being permitted by Wind & Water Adventures, LLC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Wind & Water Adventures, LLC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or GuardianSignature*

Print Name (first and last):*

Date*(MM/DD/YYYY)
