

Under the Bridge Watersports, LLC a.k.a. Under the Bridge Watersports

12913 Ocean Gateway, Ocean City, MD 21842 – 410.213.2FUN (2386)

ALL SWELL DIVE BOAT/BANANA BOAT WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Date: _____ Name: _____ D.O.B.: _____

Street Address: _____ City: _____

State: _____ Zip code: _____ Phone: _____ Email: _____

I, the undersigned, have requested and have been granted permission to enter the premises occupied by the business trading as Under the Bridge Watersports, LLC (hereinafter referred to as "UTBWS," which includes the owner(s) and/or business) and/to ride on the All Swell dive boat or Banana Boat (hereinafter referred to as "boating activities") and/or to participate boating activities sponsored by UTBWS, and

IN CONSIDERATION OF being permitted to, for any purpose: a) enter the premises occupied by UTBWS; b. participate in or boating activities, I, for myself, my personal representative, heirs, next of kin, executors, administrators, successors, and assigns, hereby:

A. RELEASE, REMISE, AND DISCHARGE UTBWS, the owners and operators of the boating activities sponsored by UTBWS, the owners and licensors of the premises occupied by UTBWS and their respective servants, agents, employees, and officers (hereinafter referred to as "releases"), from all liability to me, my personal representatives, heirs, next of kin, administrators, successors, and assigns, and for any and all loss or damage, any claims or demands on account of injury to me or any other person, whether or not the injury results in death, or damage to any property whether or not the property is owned by me, arising from, or in any related to my presence on the premises occupied by UTBWS, and/or my participation in any activities sponsored by UTBWS. INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE, INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE RELEASEES' NEGLIGENCE.

B. AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES on account of injury to me or to any other person, whether or not the injury results in death, or account of damage to any property, whether or not the property is owned by me, arising from, or related to, my presence on the premises occupied by UTBWS, whether or not these injuries or damages were caused by the releases' negligence.

C. AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES from any loss, liability, damage, or cost that may incur, including attorneys' fees, arising from, or in any way related to, my presence on the premises occupied by UTBWS, my operation of a boat rented from or owned by UTBWS, and/or my participation in any activities sponsored by UTBWS.

D. ASSUME THE RISK OF BODILY INJURY, DEATH, OR PERMANENT DAMAGE, whether due to the negligence of RELEASEES negligence, my negligence, or any other reason or factor, while upon the premises, while operating a boat rented from or owned by UTBWS, and/or while participating in any activities sponsored by UTBWS. I agree and understand that:

1) My participation in boating activities, as with any watersport, will test my physical and mental limits, involves very powerful machinery, and exposes me to dangers associated with the operation of boats. These dangers include, without limitations: collisions with other vessels, fixed objects, persons in the water, or objects in the water; exposure to the elements; mechanical breakdown; loss of control of the vessel; falling off the vessel; sinking of the vessel; drowning; and other dangers known or unknown. I understand these rules and assume the risk of harm presented by these damages.

2) My presence on the premises operated by UTBWS boating activities organized by UTBWS exposes me to the potential risks that include, without limitations: death or serious injury to myself and/or others; and damage to property owned by me, UTBWS, and/or others.

3) Boating activities may pose an additional danger to persons with pre-existing physical injuries or conditions, or other conditions, or to pregnant women. I am not aware of any physical or mental conditions that may affect my ability to participate in boating activities or that may be aggravated by the participation in such activities. Alternatively, I acknowledge that I have consulted with my physician who has advised me that I may participate in these activities without restrictions.

4) I will not participate in any boating activities sponsored by UTBWS while my ability is impaired by alcohol, drugs, or otherwise.

5) UTBWS will provide me with oral instructions concerning the operation of the boat that I am riding on from UTBWS. I will not participate in boating activities unless I receive and understand these instructions. By participating, I acknowledge that I have received and understood these instructions. If I do not participate in such activity because I have not received these instructions or because I do not understand these instructions, I am entitled to a full refund of any fees that I paid toward the rental of boat or other vessel.

6) I acknowledge that UTBWS is not a manufacturer of the boat that I am riding and it does not make any representations, warranties of, or covenants, expressed or implied, with the respect to the condition, quality, durability, or suitability of the boat.

7) IT IS MY DUTY TO ASK UTBWS TO FURTHER EXPLAIN AND MATERIALS, RULES, REGULATIONS, OR INSTRUCTIONS THAT I DO NOT

UNDERSTAND. I WILL NOT PARTICIPATE IN ANY BOATING ACTIVITY IF I DO NOT UNDERSTAND ANY PART OF ANY MATERIALS, RULES, REGULATIONS, OR INSTRUCTIONS PROVIDED TO ME BY UTBWS.

8) I understand and give my permission for UTBWS to record video, audio, and photographic images of me while on the premises occupied by UTBWS or participating in any activity sponsored by UTBWS whether on or off the premises occupied by UTBWS. I understand and give permission for UTBWS to use these recordings for any and all advertising purposes for UTBWS without any monetary or other benefit to me, my personal representatives, heirs, next of kin, administrators, successors, and assigns.

9) I ASSUME THE RISK OF THIS ACTIVITY: I understand that my participation or any minors participation in this activity involves unavoidable risks, including for example the risk of serious bodily injury, permanent disability, paralysis, death, and also damage to my property. These risks may be caused by my actions, any minor child's actions, the actions of others and also include the following which are set out as examples only and are not intended to limit my assumption of risk.

- a) The negligence of Under the Bridge Watersports, LLC, its captains, employees and agents;
- b) Hazards posed by other motorboats and other users of the water, including boat collisions;
- c) Obstacles not always visible from the boat, including logs or other debris in the water and including the shoreline or bottom of the bay;
- d) Boat operation errors made by the driver for Under the Bridge Watersports, LLC, or by someone operating another boat on the lake;
- e) The forces of nature including lightning, thunderstorms and changing weather conditions.

I WAVE MY RIGHT TO SUE: All Swell dive boat riders or Banana Boat riders do hereby agree not to sue Under the Bridge Watersports, LLC and each and all of its related companies, distributors, sponsors, partners, sales representatives, directors, officers, and employees for injury, damage, or death which occurs during or as a result of a All Swell dive boat ride or banana boat ride. Riders forever release and discharge releases from any and all claims, demands, causes of actions, or liability of any kind whatsoever, which rider may now or in the future have known or unknown, which in any way results from or arise out of or during the course of the ride. Riders further agree to indefinitely, defend, and hold the releases harmless from and against any and all claims, causes of action, demands, or charges of whatsoever nature which many claim to have or hold for injury, damages, or death arising out of rider's ride, even if causes in whole or part by the released parties.



By Initialing I Hereby declare that I am physically fit. I do not, and have not suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during UTBWS boating activities.

Epilepsy, fits, severe head injury, recurrent blackouts or disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness.

If I suffer from any of the health conditions above, even if I am unaware, by initialing and signing this form, I still choose to participate in the boating activities of UTBWS and agree to waive all responsibilities to all above mentioned parties concerning any consequences that would result from my actions.

RIDER HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS, AND INDUCEMENTS APART FROM THE FORGOING WRITTEN AGREEMENT HAVE BEEN MADE. RIDERS UNDER THE AGE OF 18 MUST HAVE PARENT OR GUARDIAN SIGNATURE.

Print Name

Sign Here

Date

Parent/Legal Guardian Name

Parent/Legal Guardian Sign Here

Date

Passengers on my vessel for which I am the parent/legal guardian