PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Tres Martins Powerboat Training, Inc .their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TMPT"), I hereby agree to release, indemnify, and discharge TMPT, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in boating activities entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Slips and falls; passengers may be jolted, jarred, bounced, thrown about, or otherwise shaken during rides; collisions with fixed or moving objects, vehicles, or other watercraft; vessel or watercraft capsize and potential entrapment; and accidental drowning. Watercraft may be slippery when wet, increasing the risk of accidents while boarding or disembarking. Additional risks include the forces of nature, including extreme weather, lightning, and rapidly changing conditions; exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf, and currents; and exposure to temperature and weather extremes that may result in cold water shock, hypothermia, hyperthermia (heat-related illness), heat exhaustion, sunburn, or dehydration. There is also a risk of exposure to potentially dangerous wildlife, including wild animals, insects, and hazardous plant life, as well as aggressive or poisonous marine life. Mechanical or human factors may contribute to risk, including equipment failure and/or operator error, and the negligence of other visitors, participants, or people present. Injuries may be serious and include sprains, strains, scratches, bruises, abrasions, cuts, lacerations, broken bones, fractures, musculoskeletal injuries, including injuries to the head, neck, and back, as well as injuries to internal organs and loss of fingers or other appendages. Additional risks include transmissible pathogens or diseases, the physical exertion associated with this activity, and transportation-related accidents to and from activity locations. Accidents or illness may also occur in remote areas where access to medical facilities, emergency treatment, or other services may be limited or unavailable.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TMPT from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or my use of TMPT's equipment or facilities, including any such claims which allege negligent acts or omissions of TMPT.
4. Should TMPT or anyone acting on their behalf be required to incur lawyers' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against TMPT, I agree to do so solely in the state of North Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TMPT on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at TMPT. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name_____DOB_____Phone Number _____

Address _____City_____

State_____Zip_____Email_____

Signature of Participant_____Date_____

PARENTS' OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s)and DOB(s))_____

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being permitted by TMPT to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless TMPT from any and all claims which are brought by or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s).

Parent or Guardian: _____ Print Name:_____Date: _____