

Cypress Hill Charters LLC

GENERAL RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration for receiving permission to participate in the boating, fishing guide service sponsored by Cypress Hill Charters LLC. (the "Activity"), I hereby, on behalf of myself, COVENANT NOT TO SUE AND HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS CYPRESS HILL CHARTERS LLC. and its subsidiaries and affiliates (collectively, the "Company") and the Company's officers, directors, agents, servants, employees, volunteers, and other persons connected with or associated with the Company (collectively the "Releasees") from all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me or in my possession, custody, or control, WHETHER CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE OF THE RELEASEES, or otherwise, while traveling to or from or participating in the Activity, or while in, on or upon the premises where the Activity is being conducted.

I understand that the Releases do not assess or warranty the boating, fishing or outdoors proficiency of the other participants in the Activity, and the Releasees do not make any warranty or representation of any type, kind or character, whatsoever, as to existing conditions upon the lands I may enter for the Activity. I am participating in the Activity at my own risk, and I accept land, parking lots, boat docks in the existing conditions and recognize that boating or fishing and other outdoor activities are inherently hazardous activities and expose me to dangerous conditions risks and hazards.

I agree and represent that I will comply with all current regulations, all laws of the State in which the Activity is held, all federal laws, and any other controlling authority's rules and regulations while participating in the Activity.

I am fully aware of the risks involved and hazards connected with participation in the Activity and I hereby elect to voluntarily participate in the activity with full knowledge that said activity may be hazardous to me and to property owned by me or my family members or in our possession, custody, or control. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me or my family members or in our possession, custody, or control as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing General Release of Liability and Waiver of Claims, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent to execute this General Release of Liability and Waiver of Claims on my behalf; and I execute this General Release of Liability and Waiver of Claims for full, adequate and complete consideration fully intending to be bound by same.

Signed this _____ day of _____ 20_____.

_____ Printed Name of Participant

_____ Signature of Participant