

# **RELEASE OF LIABILITY**

## **READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS**

In exchange for participation in the activity of Fun Boat ADK organized by Jacob and Sophia Agostino, and/or use of the property, facilities or services of Fun Boat ADK, I \_\_\_\_\_ agree for myself and (if applicable) for the members of my family \_\_\_\_\_, to the following:

### **1. AGREEMENT TO FOLLOW DIRECTIONS:**

I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Fun Boat ADK, or the employees, representatives or agents of Fun Boat ADK.

### **2. FITNESS TO PARTICIPATE**

I agree that I am of sound mind and physically able to participate in Fun Boat ADK. I further acknowledge that I do not have any physical limitations, medical ailments, or disabilities (physical or mental) that would limit or prevent the participation in Fun Boat ADK.

### **3. ASSUMPTION OF THE RISK AND RELEASE**

I recognize that there are certain inherent risks associated with Fun Boat ADK and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Fun Boat ADK for injury, loss, damage and death arising out of my or my family's use of or presence upon Fun Boat ADK, whether caused by the fault of myself, my family, Fun Boat ADK and or there representatives or other third parties.

### **4. INDEMNIFICATION**

I agree to indemnify and hold harmless Fun Boat ADK against any and all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence on Fun Boat ADK.

### **5. FEES**

I agree to pay for all damages to the facilities and equipment of Fun Boat ADK, caused by negligent, reckless or willful action by myself or family members.

### **6. NO DURESS**

I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I acknowledge that Fun Boat ADK will offer to refund any fees I have paid if I chose not to sign this Agreement.

### **7. PURCHASE AGREEMENT**

I understand that I am purchasing a Fun Boat ADK Towel and participation in the activity of Fun Boat ADK is complementary along with the services Fun Boat ADK provides during the duration of the activity.

### **8. GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the State of New York.

### **9. ENFORCEABILITY**

The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

### **10. EMERGENCY CONTACT**

In case of emergency, please contact \_\_\_\_\_ at \_\_\_\_\_.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE AND AGREEMENT, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS AND AGREE TO THE TERMS LISTED ABOVE.**

**LEGAL NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**MINORS NAME:** \_\_\_\_\_ **DATE:**

\_\_\_\_\_