

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of services of Holden Beach Marine Group LLC dba Holden Beach Marina, their agents, owners, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HBM"), I hereby agree to release, indemnify, and discharge HBM, 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 jet skiing and boating activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to 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 can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; collision with fixed or movable objects, vehicles, or other watercraft; boat capsize and entrapment; accidental drowning; watercraft are slippery when wet and accidents can occur getting in or out; forces of nature including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and/or poisonous marine life; musculoskeletal injuries including head, neck and back injuries; wrist, arm, or shoulder injuries; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; transmissible pathogen or disease; Traveling to and from activity locations raises the possibility of any manner of transportation accidents; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, HBM personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all 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) and wet suit bottom (or clothing that provides equivalent protection) while participating in this activity (jet ski rental only).
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HBM 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 HBM's equipment or facilities, **including any such claims which allege negligent acts or omissions of HBM.**
4. Should HBM or anyone acting on their behalf, be required to incur lawyer's 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 HBM, 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 court of law to have waived my right to maintain a lawsuit against HBM 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 HBM. 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 # _____

Address _____

Email _____

Signature of Participant _____

PROTECTIVE WETSUIT REFUSAL AGREEMENT

(Jet Ski Rentals Only)

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Holden Beach Marine Group, LLC dba Holden Beach Marina (herein collectively referred to as "HBM"), that we should purchase and/or wear a properly fitted wetsuit bottoms or clothing that provides equivalent protection while riding or being around Jet Skis in order to protect against injuries caused by water forced into body cavities as a result of falling into the water or being near the jet thrust nozzle. Injuries include water forced into the rectum or vagina causing sever internal injuries or death. I understand that by not wearing wetsuit bottoms or equivalent clothing, I will be going against manufacturers' requirements and putting myself at risk for injuries. I realize that I am subject to injury from this activity and that no form of preplanning can remove all of the danger to which we are exposing ourselves. Against the advice of HBM, the guide/instructor, numerous court cases and HBM's insurance company, we are refusing this critical safety precaution.

SIGNER STATEMENT OF AWARENESS

I/we, the undersigned have read the foregoing statement carefully before signing and do understand its warnings and assumption of risks.

Signature of Rider(s) _____

(Spouse must sign for themselves)