

TARZAN BOAT LIABILITY RELEASE

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I acknowledge that use of Tarzan Boat (also referred to as " The Activity Boat") is hazardous and involves a great risk of physical injury or death. I assume all risks associated with the Activity including, but not limited to, varying water conditions, obstacles, and boats, other water users, natural and manmade objects, varying weather conditions, as well as varying depth and currents. I acknowledge that use of Tarzan Boat may involve serious personal injury or even death. I hereby recognize and assume those risks. _____X

(1) **RELEASE OF LIABILITY:** Despite all known and unknown risks, I hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge TARZAN BOAT and agree to hold it harmless of and from all, and all manner of action and actions or omission(s), cause and cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by TARZAN BOAT, whether the action arises out of any damage, loss, personal injury, or death to me or my child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES. This Release of Liability is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of TARZAN BOAT. _____X

(2) **ASSUMPTION OF RISK:** I fully understand and acknowledge that risks and dangers, both foreseeable and unforeseeable, exist in the participation of the ACTIVITIES. By my participation, or the participation of my child(ren)/ward(s), in the ACTIVITIES, I hereby assume all risks and dangers and all responsibility for any and all injuries, losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the TARZAN BOAT or by any other person or entity. _____X

(3) **INDEMNIFICATION:** I hereby agree to indemnify and hold harmless TARZAN BOAT from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by TARZAN BOAT, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments TARZAN BOAT incurs in the event that I or my minor child(ren)/ward(s) cause any injury, damage and/or harm to TARZAN BOAT and/or any and all other persons and entities acting in any capacity on behalf of TARZAN BOAT. To the extent that my child(ren) or anyone on behalf of whom I am signing this release, makes any claim against TARZAN BOAT, I agree to indemnify and hold TARZAN BOAT harmless for any and all expenses, judgments, attorney's fees or other costs associated with or incurred as a result of such claim. _____X

(4) **PHOTO RELEASE:** I hereby grant TARZAN BOAT on behalf of myself, my spouse and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me, my spouse or my child(ren)/ward(s) in connection with TARZAN BOAT and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph. _____X

5) **ATTORNEYS' FEES:** I promise to indemnify TARZAN BOAT for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of TARZAN BOAT, pre-judgment and post-judgment interest shall accrue thereon at the highest rate allowed by law. _____X

By signing this document, I understand that I may be found by a court of law to have forever waived my and my spouse and/or child(ren)/ward(s) right to maintain any action against TARZAN BOAT on the basis of any claim from which I have released TARZAN BOAT and any released party herein and that I have assumed all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) and agreed to indemnify and hold harmless TARZAN BOAT and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by TARZAN BOAT and all EQUIPMENT SUPPLIERS as a result of the participation in ACTIVITIES in or about the facility by myself, my spouse and/or child(ren)/ward(s) and/or claims asserted by myself, my spouse and/or child(ren)/ward(s) against TARZAN BOAT and all EQUIPMENT SUPPLIERS related to such participation in ACTIVITIES. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

You MUST be 18 years old or older to sign your own waiver

You MUST be the Parent or Legal Guardian to sign for a minor (under age 18)

Enter Adult Full Name and Date of Birth (If under age 18, it must be completed by Parent/Legal Guardian)

Adult First Name: _____ Adult Last Name: _____

Adult Date of Birth: _____ Phone: _____

Signature: _____ Date: _____

Enter Child Full Name and Date of Birth of all Family Members under age 18

Child Full Name #1: _____ Date of Birth: _____

Child Full Name #2: _____ Date of Birth: _____

Child Full Name #3: _____ Date of Birth: _____

Child Full Name #4: _____ Date of Birth: _____

Child Full Name #5: _____ Date of Birth: _____

If you have any questions email us sales@tarzanboat.com at or call us (423) 648-6777 Thank you.