

ADVENTURES UNCOMMON, LLC, d/b/a MAHALO SAILING

(Hereinafter referred to as MAHALO SAILING)

**RELEASE AND AGREEMENT TO ASSUME THE RISK
AND TO HOLD HARMLESS AND INDEMNIFY**

I (name) _____ (the undersigned) agree to participate with MAHALO SAILING in a charter activity in _____ (location) from (date)_____ to (date):_____ hereinafter referred to as the Event.

By signing this agreement, the undersigned waives all claims against ADVENTURES UNCOMMON, LLC d/b/a MAHALO SAILING and their trustees, officers, members, employees, contractors and agents for any and all injury, accidents, illness, death, or damages to or loss of property occurring during or by any reason of the undersigned aboard any vessel or vehicle during the Event sponsored by MAHALO SAILING.

ASSUMPTION OF RISK

I understand that this trip may involve dangerous and hazardous activities. There are many risks and dangers at sea and on land and persons have experienced illness, injury and death on similar trips. I understand these and other risks are real possibilities during this Event and I expressly assume all inherent risks associated with participating in this Event.

Participant Initials _____

The undersigned represents and warrants that the undersigned is mentally and physically fit, capable, able, and willing to participate in this hazardous and dangerous Event without any limitations and fully assumes all risks.

Participant Initials _____

RELEASE

In consideration of the permission granted to me by MAHALO SAILING to travel aboard any vessel or vehicle owned, chartered, rented or hired by MAHALO SAILING, I, the undersigned, release and discharge MAHALO SAILING, their trustees, officers, members, employees, contractors, agents, and cooperating agencies from all liabilities arising out of or in connection with my participation in this trip. For the purposes of this Release and Agreement, liability means all claims, demands, losses, causes of action, suits, or judgments of any and every kind that I or my heirs, executors, administrators, or assigns may have against MAHALO SAILING, because of personal injury, accident, illness, or death, or because of any loss or damage to property that occurs to me during the above Event.

Participant Initials_____

INDEMNIFICATION

I further agree to hold harmless, defend, and indemnify MAHALO SAILING and their trustees, officers, members, employees, contractors, agents, and cooperating agencies from any and all liability resulting from or in any manner arising out of negligence of mine during the above trip or any misrepresentations or breaches of warranties made by me herein.

CONSENT, AUTHORIZATION, AND RELEASE OF PICTURES AND VOICE

The undersigned understands and acknowledges that during the Event, pictures, including video and still pictures may be taken of the undersigned and with sound of undersigned's voice and may subsequently be used in the promotion of future events by MAHALO SAILING. I authorize the use of my name and pictures including any accompanying voice to be exhibited with or without advertising sponsorship as still photographs, transparencies, motion pictures, television, video, or similar media and hereby release MAHALO SAILING, their trustees, officers, members, employees, contractors, agents, and cooperating agencies from any and all claims for the taking and use of the same.

RULES AND REGULATIONS

I hereby agree and represent that I will obey and uphold all rules and regulations aboard the vessel or vehicle during the Event as set forth by the vessel's or vehicle's master. I further grant MAHALO SAILING, acting by and through the vessel's skipper or vehicle's operator, the right to terminate my participation in the trip if she or he determines that my conduct or physical condition is detrimental to, or in conflict with, the Event and / or the other participants as a whole.

MEDICAL CONSENT

In the event of any medical emergency, I grant MAHALO SAILING the full authority to take action deemed necessary to protect my health and safety at sea and ashore at my expense. I agree that MAHALO SAILING is not required to take any such action if they are not aware of the emergency or in their discretion determine no emergency exists.

I HAVE READ THE RELEASE AND AGREEMENT TO ASSUME THE RISK AND TO HOLD HARMLESS AND INDEMNIFY AND UNDERSTAND ITS TERMS. I SIGN BELOW WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND INTEND TO BE BOUND THEREBY.

Dated: _____

Participant Signature

Print Participant Name

Dated: _____

Witness Signature

Print Witness Name