

ADVENTURES UNCOMMON LLC DBA MAHALO SAILING

Mahalo Sailing is the operator of water oriented charter trips. The trips include the boat, food and beverage as well as transportation and accommodations operated by others. The Novel Corona Virus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed mainly spread by person to person contact. As a result, Federal, State and local health agencies recommend social distancing and have prohibited the congregation of groups of people. MAHALO SAILING has put into place preventative measures pursuant to recommendations of Federal, State and/or local public health officials. However, MAHALO SAILING cannot guarantee that you or your family will not become infected with COVID-19, which in turn may result in personal injury, illness, permanent disability, or death. Notwithstanding the foregoing risks, and in consideration of MAHALO SAILING allowing the undersigned to participate in a trip/event and participate in all activities hereby acknowledged as valuable and sufficient consideration for the release provided herein, and in consideration of the recitals above, the Undersigned represents and agrees as follows :

RELEASE AND ASSUMPTION OF RISK

I, the Undersigned, and of and for myself and my family and minor children (collectively, "US", "WE", "OUR") understand and agree that our participation with MAHALO SAILING sponsored events may place US in close contact with persons who are infected with COVID-19 or otherwise involve activities that may expose US to a risk of contracting COVID-19. Notwithstanding these and other elements of risk and inconvenience, WE wish to pursue and enjoy MAHALO SAILING events and agree to accept any and all risks associated with OUR participation with the knowledge of the dangers associated with COVID-19 and the risks involved. The Undersigned further agrees to take full responsibility for the risks described herein that are faced by his or her minor children, including acceptance on their behalf of the release and limitation of liability set forth below. In Recognition of the relative risks and benefits of participating in MAHALO SAILING sponsored events and in recognition of the fact that it would be impracticable or extremely difficult to fix the actual damage that would be suffered by me or my family or guests in the event that WE were to contract COVID-19, the risks have been allocated such that I, of and for myself and my family and minor children, and our heirs, assigns, and agents, hereby agree to limit the liability of MAHALO SAILING together with its directors, employees, assigns, attorneys and agents (collectively "MAHALO SAILING"), for any and all disputes, actions, claims, demands, liabilities, judgments, and attorney's fees (collectively "CLAIMS"), which are related to or arise directly or indirectly from the activities described above which we understand may expose us to COVID-19, including, without limitation, those due to negligence, fault or other act or omission of MAHALO SAILING, so that the total aggregate liability of MAHALO SAILING shall not exceed the amount that I have paid to MAHALO SAILING for this trip.

PRINTED NAME ADULT _____ TRIP _____

PRINTED NAME CHILD _____ PRINTED NAME CHILD _____

SIGNATURE _____ DATE _____

