

ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT

IN CONSIDERATION of participating in the charter provided by Lake Champlain Boat Tours LLC for myself and/or any minor children for whom I am the legal parent/guardian or otherwise responsible, and for my/our heirs, personal representatives, or assigns, I hereby agree to the following acknowledgment of risks:

I fully acknowledge that risks of participating in the charter may include (1) wind shear, inclement weather, lightning, variances and extremes of wind, weather, and temperature; (3) collision, capsizing, sinking, or other hazards which result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body's orifices, and/or drowning; (4) the presence of insects and other life forms; (5) equipment failure, operator error, transportation accidents; (6) heat- or sun-related injuries or illness, including sunburn, sunstroke, or dehydration; (7) fatigue, chill, seasickness, and/or dizziness which may diminish my/our reaction time and increase risk of injury; (8) slippery decks.

I specifically acknowledge that participating in the charter requires a sense of balance, a physical ability to cope with its risks, swim or choose to wear a life jacket, and follow instructions. I have been given instructions/training in the safe use of the type of equipment used during this charter to my complete satisfaction, and I am physically/mentally able to participate in the charter which I am about to engage.

CONTRACTUAL/EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I fully agree to assume all responsibility for all the risks of the charter to which I am about to engage, whether identified above or not. I FULLY UNDERSTAND THAT I UNDERTAKE EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED BELOW. My/Our participation in the charter is voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible. This responsibility that I assume on my behalf and that of my minor children, or those children for whom I am legally responsible, extends to any bodily injury, accidents, illnesses, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while we participate in the activity.

I HEREBY RELEASE Lake Champlain Boat Tours LLC, THEIR PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, INSURERS, AND EACH AND EVERY LANDOWNER, MUNICIPAL AND/OR GOVERNMENTAL AGENCY UPON WHOSE PROPERTY ANY ACTIVITY IS CONDUCTED, AS WELL AS THEIR INSURERS, FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AS WELL AS OTHER PERSONS AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY, EVEN IF CAUSED BY MY NEGLIGENCE OR BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).

I have read this assumption and acknowledgement of risks and release of liability agreement. I understand it is contractual and binding upon me personally. I understand that by signing this document I am waiving valuable legal rights including any and all rights I may have against the owner, the operator, employees, agents, or assigns of Lake Champlain Boat Tours LLC.

Participant Name: _____ Date of Birth: _____

Cruise date and departure time: _____

Last name on the reservation: _____

Participant Signature: