

Carolina Hydrofly LLC Liability Waiver

Owner/Instructor: Sonya Eaves

Assumption of All Risk and Acknowledgement of Risks and Release of Liability Agreement (3 pages total)

I (Please Print Name) _____, On this day, _____, hereby affirm that I have been advised and informed of the inherent hazards of operating a "Jetdeck" also referred to as a Hydroflying device (water propelled jetboard), including but not limited to, the risk of SEVERE INJURY OR DEATH as well as those hazards occurring during boat travel to and from the Hydroflying operating site hereinafter collectively referred to as the "Hydrofly Excursion". Therefore, in consideration of being allowed to participate in this activity, I enter into this Assumption of Risk and Acknowledgement of Risks and Release of Liability Agreement, and understand and agree as follows: I acknowledge and fully understand that my activities while participating in the Hydrofly Excursion may involve inherent, great risk, including, but not limited to: (1) collision with other participants, watercraft and natural or manmade objects or obstacles including sea life, other living things whether in or out of the water; (2) exposure to lightning, extreme wind, rain, weather or temperature, inclement weather, or any other Acts of God; (3) equipment failure; (4) my own ability to operate the Hydroflying device. I acknowledge and fully understand that the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. I understand that operating a Hydroflying device is a physically strenuous activity. I am aware that my past or present personal, physical or medical conditions may affect my ability to safely participate in this activity.

By signing this document, I affirm that: 1. I do not have a history of seizures, dizziness, fainting, or any heart conditions, including but not limited to cardiovascular disease, angina or heart attacks; 2. I am not currently taking any medication or under the influence of medication that comes with any warning(s) about any impairment of my physical or mental abilities; 3. I do not have physical or mental condition(s) that would prevent me from participating in this activity; 4. I further affirm that I should, or have contacted my physician for professional advice and ask(ed) any questions concerning any health issues that I may have and do not hold Carolina Hydrofly LLC. or Sonya Eaves liable or responsible for such advice; 5. I understand that no employee, agent, affiliate, mate, volunteer or instruct or party of Carolina Hydrofly LLC. or Sonya Eaves is qualified to give any medical advice concerning my, or any other condition and state that I have not relied on any such advice to make my decision to partake in the Hydroflying Excursion; 6. I am at least 11 years of age and if under the age of 18 a parent or legal guardian has also signed consent for participation of said minor ; 7. My height is between 54" U.S. inches and 77" U.S. inches; 8. My weight is between 88 and 330 lb; 9. I am not under the influence of alcohol and I have not consumed alcohol within the last 12 hours; 10. I have

the requisite skill, training, physical strength and condition, and knowledge to operate the Hydroflying device and participate in the Hydrdofly Excursion; 11. I agree to be bound by all of Carolina Hydrofly LLC. and Sonya Eaves' safety policies; and 12. I acknowledge that I will be exerting myself during this activity and that if I am injured as a result of such activity, I assume the risk of said injuries and that I will not hold the Released Parties responsible for the same. I understand and agree that neither instructor(s), mate(s), Carolina Hydrofly LLC. or Sonya Eaves regulations nor any of their respective employees, officers, agents, assigns, owners, volunteers, affiliated companies, attorneys or insurers (hereinafter referred to as "Released Parties"), may be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs, or assigns Hydrofly that may occur as a result of my participation in this activity or as a result of the negligence of any party, including the Released Parties, whether passive or active. I agree to reimburse Carolina Hydrofly LLC. or Sonya Eaves for the cost of any damage caused to any of the equipment or vessel used in this Hydroflying Excursion while being used by my person. I understand that Carolina Hydrofly LLC. or Sonya Eaves regulations reserves the right to refuse any participant that is not of 18 years of age and/or does not meet the minimum height requirement of 54" U.S. inches or maximum height requirement of 77" U.S. inches, persons who have consumed alcohol, any person who does not comply with Carolina Hydrofly LLC. or Sonya Eaves regulations and policies and any person the company representative(s) feel will not treat the equipment and the local environment with respect. BY SIGNING THIS DOCUMENT, I AGREE TO FOREVER RELEASE, EXEMPT, DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PROPERTY DAMAGES, MONETARY LOSSES, PERSONAL INJURY OR WRONGFUL DEATH, HOWEVER CAUSED EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I FURTHER AGREE THAT BY SIGNING THIS INSTRUMENT, TO WAIVE AND GIVE UP ANY RIGHT TO SUE RELEASED PARTIES IN A COURT OF LAW AND COLLECT MONETARY DAMAGES, INCLUDING COSTS AND ATTORNEYS' FEES, FROM THE RELEASED PARTIES FOR PERSONAL INJURY, PRODUCTS LIABILITY, PROPERTY DAMAGE, WRONGFUL DEATH OR BREACH OF CONTRACT OR WARRANTY HOWEVER CAUSED EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS PARAGRAPH AND FULLY UNDERSTAND THAT THIS IS A WAIVER AND RELEASE OF LIABILITY. I agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of South Carolina in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I agree that the venue for any dispute arising from any participation in the above described activities or concerning this agreement in any way shall be litigated in the Courts of Lexington County or Richland County, South Carolina under South Carolina law and that no claims shall be brought in any other jurisdiction against the Released Parties. I agree Carolina Hydrofly LLC. or Sonya Eaves has the rights to use any of my images or videos for promotional use on ads or online. In signing this release, I acknowledge and represent that I HAVE READ THE FOREGOING Waiver and Release of Liability, UNDERSTAND IT AND SIGN IT VOLUNTARILY as my

own free act and deed with no inducement; and that no oral representations, statements or inducements, apart from the foregoing written agreement, have been made by the RELEASED PARTIES or relied upon by me; and I EXECUTE THIS RELEASE OF LIABILITY FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME. I further state that my signature acknowledges that I or someone on my behalf has purchased my Carolina Hydrofly LLC. or Hydroflight experience provided by instructor Sonya Eaves using my credit card information with my full knowledge and authorization. I also understand that signing this form represents the same authorization as me being present when the credit card was used for said purchase.

Participant Name _____

Participant Signature _____

Carolina Hydrofly LLC. or Sonya Eaves _____

The Following Information Must Be Completed Participant

Date of Birth: _____ Age: _____ Sex: _____

Home Phone: _____ Cell Phone: _____

Emergency Contact: _____

Emergency Phone: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Country: _____

Driver's License No.: _____

E-mail Address: _____

Participant Name: _____

Signature: _____ Date: _____