

LIABILITY RELEASE & WAIVER AGREEMENT

In consideration for participation in sailing activities associated with Sail Amelia, LLC, a Florida limited liability company ("Sail Amelia"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned participant ("Participant"), and if such Participant is a minor, the Participant's parent or legal guardian, and their respective heirs, executors, administrators, personal representatives and next of kin (collectively with Participant, "Releasers"), agree as follows:

Releasers hereby forever release, acquit, discharge, waive, hold harmless and covenant not to sue Sail Amelia and its respective members, managers, employees, volunteers, agents, representatives, successors, assigns, and instructors including Graeme Nichol (each a "Released Party") from any and all claims, demands, damages, judgments, executions, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, which a Releaser may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss including all costs, medical expenses and attorney's fees associated or relating to any such injury or damage that Releaser may sustain as a result of participating in any sailing activity associated with Sail Amelia, whether arising from the negligence or gross negligence of the Released Parties or from hidden, latent, or obvious defects in a boat or equipment.

Releasers hereby acknowledge and understand that there are dangers and risks in any sailing activity and that Amelia River and Atlantic Ocean can be a dangerous bodies of water, posing significant hazard, including, but not limited to sudden storms and unexpected changes in weather and water conditions, that serious accidents may occur during sailing activities, including mortal or serious personal injuries and/or property damage. Releasers are choosing to participate at their own risk.

Participant hereby agrees to pay Sail Amelia for loss or damage due to Participant's intentional, negligent, or careless use or misuse of equipment or the boat. Participant further agrees to abide by all rules and instructions of Sail Amelia or its representatives or agents and Participant agrees that his or her the failure to observe and obey such rules may result in revocation of the right to participate in any such activities without further recourse.

Releasers hereby acknowledge and understand that that this Agreement is intended to be as broad and as inclusive as permitted by the laws of the State of Florida and contains the full and complete agreement between the Releasers and the Released Parties with regard to the subject matter of this Agreement. If any provision of this Agreement or its application to any party or circumstances shall be determined to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, shall not be affected thereby.

I have read this Liability Release and Waiver Agreement, fully understand its terms, and freely and voluntarily sign it:

Participant: _____

Print Name: _____ Date: _____

IF PARTICIPANT UNDER 18 YEARS OF AGE -- PARENT OR GUARDIAN

I represent and warrant that I am the parent and/or legal guardian of Participant and I agree, on behalf of the Participant, to all terms in the above Liability Release and Waiver Agreement. I further guarantee the potential financial obligations undertaken above.

Parent/Legal Guardian: _____

Print Name: _____ Date: _____