

## RELEASE OF LIABILITY AND WAIVER AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to participate in a boat tour (the "Activity") provided by **PATRIOT RIVER TOURS LLC**, an Ohio limited liability company (the "Company"). In consideration of being permitted by the Company to participate in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this **RELEASE AND WAIVER** instrument (this "Release").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY OR THAT MAY RESULT FROM THE NEGLIGENCE OF THE COMPANY OR ANY OTHER PARTICIPANT OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW.**

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors/manager(s), employees, agents, affiliates, shareholders/members, successors, and assigns (collectively, "Releasees"), for any injury, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the negligence of the Company, any Releasees, or any other participants, to the fullest extent permitted by law. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

1. **Health, Fitness, and Compliance Acknowledgment.** I confirm that I am in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Activity. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Activity, I will immediately discontinue further participation in the Activity. I acknowledge that the Company is relying on these statements to allow me to participate in the Activity. I agree to release, forever discharge, defend, and indemnify and hold harmless the Company and Releasees from any claims, damages, or liabilities arising out of or resulting from my physical condition, health status, or failure to appropriately assess my own fitness to participate.

2. **Compliance with Laws, Safety Rules, and Directions.** I agree to comply with all federal, state, and local laws, orders, directives, guidelines, safety rules, regulations, and instructions related to the Activity while on the Vessel. This includes, but is not limited to, any direction to wear a personal flotation device ("PFD") when directed by the Company or any of its employees. I understand that failure to follow such rules or directions may result in my immediate removal from the vessel or termination of my participation in the Activities, without any refund or reimbursement. I agree to release, forever discharge, defend, and indemnify and hold harmless the Company and Releasees from any claims, damages, or liabilities arising out of or resulting from my failure to comply with laws, safety rules, or directions.

3. **Indemnification and Third-Party Claims.** I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind or nature, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Company or any other Releasees, arising out of or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or misconduct or the negligence or misconduct of the Company or any other Releasees.

4. **Medical Treatment Consent and Acknowledgment of Limited Onboard Medical Facilities.** I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I acknowledge and understand that the Vessel has limited medical facilities. In the event of illness or injury, appropriate medical care must be summoned by radio or telephone, and treatment may be delayed until I can be transported to a proper medical facility. I agree to release, forever discharge, defend, and indemnify and hold harmless the Company and Releasees from any claims, damages, or liabilities arising out of or resulting from any claims, damages, or liabilities resulting from such treatment, delay, or other medical services.

5. **Alcohol Consumption and Associated Risks.**

(a) **Personal Alcohol Consumption Responsibility.** I acknowledge that the consumption of alcohol during the Activity carries inherent risks, including but not limited to impaired judgment, coordination, and increased susceptibility to accidents. I agree to consume alcohol responsibly and in moderation. I understand that excessive alcohol consumption may lead to my removal from the Activity and/or Vessel without refund and may result in legal consequences if laws are violated. I affirm that I am of legal drinking age in the jurisdiction where the Activity takes place. I accept full responsibility for my actions and any consequences arising from my alcohol consumption. I agree to release, forever discharge, defend, and indemnify and hold harmless the Company and Releasees from any claims, damages, or liabilities arising out of or resulting from my alcohol consumption during the Activity.

(b) **Risks from Other Participants' Alcohol Consumption.** I acknowledge that during the Activity other participants may consume alcohol which could lead to impaired judgment or behavior. I understand that such consumption may result in actions by other participants that could pose risks to my safety and well-being. I voluntarily assume all risks associated with the consumption of alcohol by other participants, including but not limited to the risk of injury, loss, or damage resulting from their actions. I agree to release, forever discharge, defend, and indemnify and hold harmless the Company and Releasees from any claims, damages, or liabilities arising out of or resulting the actions of other participants who have consumed alcohol during the Activity.

6. **Smoking and Prohibited Substances Policy.** I acknowledge and agree to the following policies regarding smoking and the use of prohibited substances during the Activity:

- a. **Prohibition of Smoking and Vaping.** Smoking or vaping of any kind including, but not limited to, cigarettes, cigars, e-cigarettes, pipes, and marijuana, is strictly prohibited on the Vessel and at any associated facilities, unless expressly permitted in designated areas.
- b. **Prohibition of Illegal Substances.** The possession, use, or consumption of illegal drugs or controlled substances not prescribed to me is strictly forbidden during the Activity.

- c. **Consequences of Violation.** I understand that any violation of this policy may result in immediate termination of my participation in the Activity without refund. Additionally, I may be held financially responsible for any fines, cleaning fees, or other costs incurred as a result of such violations.
  - d. **Assumption of Risk.** I acknowledge that exposure to secondhand smoke or substances used by other participants may pose health risks. I voluntarily assume all risks associated with such exposure and I agree to release, forever discharge, defend, and indemnify and hold harmless the Company and Releasees from any claims, damages, or liabilities arising out of or resulting from such exposure.
- 7. **Communicable Disease Acknowledgment and Release.** I acknowledge and understand that participation in the Activity may expose me to certain risks including, but not limited to, exposure to communicable diseases such as COVID-19. I am aware that such exposure can result from the actions, omissions, or negligence of myself and others including, but not limited to the Company, its employees, agents, and other participants. I voluntarily assume all risks associated with exposure to communicable diseases during my participation in the Activity. I agree to release, waive, discharge, and hold harmless the Company and its affiliates from any and all claims, liabilities, or expenses arising from or related to any exposure to communicable diseases, including COVID-19, during the Activity. I further agree to comply with all health and safety guidelines and protocols implemented by the Company, including but not limited to mask-wearing, social distancing, and sanitation procedures, to mitigate the risk of disease transmission.
- 8. **Photo/Video Release Authorization:** I grant permission to Company to use photographs and/or video recordings of me taken during the Activity for promotional purposes.
- 9. **Entire Agreement and Governing Law.** This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein. Any prior or contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter, are invalid and nonbinding on the parties. If any provision of this Release is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will remain in full force and effect as if this agreement has been executed without the invalid provision. This Release is binding on and shall inure to the benefit of the Company, its successors and assigns, and me and my heirs, beneficiaries, and personal representatives. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Clermont, Ohio and I hereby consent to venue in, and the exclusive jurisdiction of, such courts.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE TERMS OF THIS RELEASE AND WAIVER AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING THE RIGHT TO SUE THE COMPANY. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT.**

Signed:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Release of Liability and Waiver and Assumption of Risk.

Signed:

\_\_\_\_\_

Printed Name of Parent or Legal Guardian:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_