

ASSUMPTION OF RISK, WAIVER, AND RELEASE

I. ASSUMPTION OF RISKS

A. INHERENT RISKS

I acknowledge and accept that boating involves risks, dangers and hazards. Participating in the boat tour with Lake Winnepesaukee Adventures takes place on open water, with all the associated risks relating to boating, including, but not limited to, other boaters, rough waters, storms, risks associated with getting in and out of the vessel, slippery surfaces, debris or material in the water affecting the boat, and lack of familiarity with the motion of the boat while underway. The activity may be risky due to any number of conditions, some of which may be constantly changing. I understand that boating carries with it inherent risks of physical injury or illness. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken by RELEASEES. I understand and acknowledge that the inherent risks, hazards and dangers include, but are not limited to the following:

- contact or collision with other boats or objects;
- any hazards relating to or arising from the use of the docks or piers at which we are docked for whatever reason;
- mechanical failure of equipment;
- motion of the boat in rough conditions, which can be sudden, dramatic, and unexpected;
- changing weather conditions or other weather-related hazards (e.g., extreme heat, humidity, rain, fog, lightning);
- variations in conditions on the lake, from weather, boat traffic or otherwise;
- conditions of the docks or piers at which I request drop off or pick up (e.g., slippery, unstable, the challenge of stepping from or onto a stationary surface from or into a non-stationary boat);
- judgment- and/or behavior-related problems (e.g., whether by the participant, other participants, other boaters, or unrelated third parties on the docks or on land if we have departed the craft); and
- negligence of other boaters or third parties
- Illnesses, including but not limited to, motion sickness, dehydration, heat exhaustion, vertigo, dizziness, and nausea.

B. RISKS RELATED TO CORONAVIRUS/COVID-19

The novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization (WHO). COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. COVID-19 infections have been confirmed throughout the United States, including several cases in New Hampshire. In accordance with the most recent guidance and protocols issued by the WHO, the Centers for Disease Control and Prevention (CDC) and the New Hampshire Department of Health and Human Services for slowing the transmission of COVID-19, RELEASEES have put in place preventative measures to reduce the spread of COVID-19. I acknowledge and agree that RELEASEES may revise their procedures at any time based on updated recommended guidance and protocols issued by aid public health

agencies and further agrees to comply with RELEASEES' revised procedures prior to utilizing their services and programs. However, RELEASEES cannot guarantee that I will not become infected with COVID-19. I fully understand and appreciate both the known and potential dangers of utilizing the RELEASEES' services and programs and acknowledge that my use thereof, despite RELEASEES' reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by utilizing the RELEASEES' services and programs and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to me (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with the participation in the boat tour.

Further, in consideration for being permitted to utilize the RELEASEES' services, I hereby acknowledge, agree, represent, and warrant that I shall not utilize the services and programs of the RELEASEES within fourteen (14) days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and I agree that I am aware of this list and the countries listed. I agree to check the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-nCoV/travelers/index.html>) prior to utilizing the services and programs of the RELEASEES, on a daily basis if necessary. I hereby agree, represent, and warrant that I shall not utilize the services and programs of the RELEASEES if I: (i) experience symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. I agree to notify the RELEASEES immediately if I believe that any of the foregoing access/use restrictions may apply.

I further understand and acknowledge that any of the risks discussed herein and others, not specifically named, may cause injury or injuries that may be categorized as minor, serious, or catastrophic. Minor injuries can occur and include, but are not limited to: scrapes, bruises, nausea, cuts, sunburn, and minor abrasions. Serious injuries are less common but do sometimes occur. They include but are not limited to property loss or damage, contusions, broken bones, fractures, torn or strained ligaments and tendons, concussions, exposure, dehydration, heat exhaustion and other heat-related illnesses, mental stress or exhaustion, infection, vomiting, dislocations, loss of consciousness, dizziness, fainting, seizures, and neurological disorders/pain. Catastrophic injuries are rare; however, participants should be aware of the possibility. These injuries can include, but are not limited to, permanent disabilities, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal injuries, paralysis, heart attack, heart failure, blood cell disorder, brain swelling, and even death.

I also understand that it is my responsibility to consult with my personal physician prior to my participation in participating in the boat tour to ensure that such participation will not pose any unusual risks to my health and well-being.

I understand fully the inherent and COVID-19 related risks of my participation in participating in the boat tour with Lake Winnepesaukee Adventures and assert that I am willingly and voluntarily participating in such boat tour. I have read the preceding paragraphs and acknowledge that: (i) I understand the demands of boating relative to my physical condition; and (ii) I appreciate the potential impact of the types of injuries that may result from boating. I hereby assert that I knowingly assume all of the inherent risks and COVID-19 related risks of participating in the boat tour with Lake Winnepesaukee Adventures and take full responsibility for any and all damages, liabilities, losses, or expenses that I may incur as a result of participating in participating in the boat tour with Lake Winnepesaukee Adventures.

II. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of my participation in participating in the boat tour with Lake Winnepesaukee Adventures and my use of the boat and/or use of RELEASEES' equipment and services, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree as follows:

To waive, release, covenant not to sue, and discharge any and all Claims that I now have or may in the future have against the RELEASEES and to release the RELEASEES from any and all Claims and liability arising from the inherent risks and COVID-19 related risks discussed herein, EVEN THAT WHICH IS DUE TO THE NEGLIGENCE OF THE RELEASEES, for any loss, damage, expense or injury including death, that I may suffer or that my next of kin may suffer as a result of my participation in activities, including but not limited to participating in the boat tour with Lake Winnepesaukee Adventures, or any other activities, whether on the boat or not that take place during or after the tour, DUE TO ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF RELEASEES, NEGLIGENCE OF OTHER BOATERS, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES. This release applies to: (i) any and all Claims related to personal injury (including death) from incidents or illnesses arising from participating in the boat tour with Lake Winnepesaukee Adventures; (ii) any and all of Claims relating to participating in the boat tour with Lake Winnepesaukee Adventures, including but not limited to, damaged, lost or stolen property, and both contractual and non-contractual claims; and (iii) any Claims based on the actions, omissions, or negligence of RELEASEES, their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after the boat tour.

To hold harmless, indemnify and defend the RELEASEES from and against any and all Claims and liability for any property damage, personal injury or death to any third party resulting from the PARTICIPANT'S participation in the boat tour with Lake Winnepesaukee Adventures, including, but not limited to, any other activities in which PARTICIPANTS may engage during the boat tour whether or not those activities take place on the boat, and for any activities that take place after the boat tour has concluded.

III. MISCELLANEOUS OTHER AGREEMENTS:

This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the State of New Hampshire without regard to the conflicts of law principles thereof. Any litigation involving the parties to this agreement shall be brought solely within the State of New Hampshire and shall be within the exclusive jurisdiction of the Courts of the State of New Hampshire.

I understand and agree that this agreement is intended to be as broad and inclusive as is permitted by law in the State of New Hampshire and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this agreement and does not affect the validity and enforceability of any remaining provisions.

I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement between us and RELEASEES and cannot be modified or changed in any way by representations or statements by any agent or employee of RELEASEES. Rather, this agreement may only be amended by a written document duly executed by all parties.

I represent and warrant that I am in good health and in proper physical condition to safely participate in the boat tour. I certify that I have no known physical or mental conditions that would affect my ability to safely participate in the boat tour, or that would result in such participation creating a risk of danger to myself or to others. I assert that I have not been advised or cautioned against boating by a medical professional. In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize appropriate personnel of the RELEASEES and/or emergency medical personnel to make emergency medical decisions on my behalf.

I agree that RELEASEES may record and photograph me and record my voice during and in connection with such boat tour with Lake Winnepesaukee Adventures. I agree that RELEASEES shall be the exclusive owner of all copyright and other rights in and to any such taping, photography and recording and shall have the right forever and throughout the world to use the results of such taping, photography and recording in any medium in the advertising and promotion of their products and/or services.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I further acknowledge that I am freely and voluntarily signing the agreement and I am freely and voluntarily participating in the boat tour and intend my signature to be a complete and unconditional release of all liability against the RELEASEES on behalf of myself.

I ACKNOWLEDGE AND CERTIFY THAT BY SIGNING THIS AGREEMENT THAT I AM WAIVING ANY RIGHTS AGAINST THE RELEASEE RELATED TO ANY LIABILITY ARISING FROM MY CONSUMPTION OF ALCOHOL OR OTHER SUBSTANCES

BEFORE, DURING, OR AFTER THE BOAT TOUR AND AFFIRMING THAT NO ALCOHOL WAS PROVIDED BY THE RELEASEE.

I acknowledge and certify that I am at least 18 years old, have read this agreement and fully understand its terms.

Signed and dated:

Full name (printed) and Address:

Emergency Contact and phone number:
