



Simply Boating, LLC DBA
Carefree at The Landings 1
Marina Dr.
Savannah, GA 31411

Waiver of Liability and Hold Harmless Agreement

In consideration of being permitted to be present at the facilities of and being provided the opportunity to participate in any way in Boating (which includes but is not limited to operating, being on or any other activity involving watercraft or related property) with Carefree at The Landings ("Activity") I ("Member"), for myself and for my personal representatives, executors, administrators, assigns, heirs, next of kin, passengers and family members (collectively, the "Participants"):

- (i) acknowledge that the operation of any watercraft (whether or not underway) is a specialized activity that requires training and experience and has both obvious and non-obvious dangers associated with it. Member acknowledges that many such dangers produce risk of injury to Member, Member's passengers, and the public in general regardless of numerous factors including, but not limited to, the training and experience of any of the people on the watercraft, the overall weather and water conditions and the level of maintenance and condition of the watercraft. Accordingly, Member knowingly accepts sole and exclusive responsibility at all times for the safety of all persons, including but not limited to Member, Member's passengers and the public in general, and all property affected by the Activity and by Carefree Boat Club's property;
- (ii) (a) fully understand that: boating involves extreme risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("risks"); (b) these Risks and dangers may be caused by many factors including, but not limited to, my own actions or inactions, the actions or inactions of others, whether or not participating in the Activity, the conditions in which the Activity takes place, or the negligence of the "Releases" named below; and (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for liability, claims, demands, causes of action, losses, costs, and damages incurred by me and/or the Participants as a result of my and/or their participation;
- (iii) accept the property of Carefree at The Landings and the premises utilized in the Activity for use "as is", without any warranties expressed or implied; and
- (iv) hereby release, discharge, and covenant not to sue Carefree at The Landings, its respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises or property on which the Activity takes place, (each considered one of the "Releases" herein) from all liability, claims, costs, demands, causes of action, losses, or damages, known or unknown, whether or not caused or alleged to be caused in whole or in part by the negligence of the Releases, including, but not limited to, negligent rescue operations, and I further agree that if, despite this waiver of liability and hold harmless agreement, I, or anyone on my behalf, or any of the Participants or anyone on any of their behalf, makes a claim against any of the Releases, I will indemnify, save, and hold harmless each of the Releases from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim or otherwise arising from the Activity.

I have carefully read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it, agreed to its terms and signed it freely and without inducement or assurance of any nature. I am not relying upon any oral or written representations other than what is set forth herein to sign this agreement. I intend this agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed Name of
Member/Participant: _____

Street Address: _____

City, State, Zip: _____

Signature of
Member/Participant: _____