

**LEXINGTON CHARTER BOAT LLC**  
**WAIVER AND RELEASE**

In consideration of the services provided by the Company pursuant to the above Agreement, the undersigned does hereby agrees on behalf of himself/herself and all of his/her heirs, personal representatives successors and assigns as follows:

1. To release the Company and all of its members, managers, employees, officers, agents, attorneys and their respective heirs, personal representatives successors and assigns (collectively, the "Company Group"), from any and all past, present or future claims, demands, obligations, actions, causes of action, contract claims, misrepresentation claims, fraud claims, claims for damages and lost profits, expenses and compensation of any nature whatsoever (including attorneys' fees), and any and all types of causes of action (including but not limited to personal injury and personal property loss), whether based in tort, contract or any other theory of recovery (law or equity), which the undersigned may have or may hereafter accrue or otherwise acquire, which any way arise out of the Charter or the Vessel (including but not limited to slip and fall incidents or any other action or inaction on the Vessel).

2. To waive and disclaim all of his/her legal and equitable rights to sue the Company for any reasons whatsoever. Accordingly, the undersigned acknowledges that the Company shall not be liable for any damages arising from personal injuries or personal property losses sustained by the undersigned on or about the Vessel or in connection with the Charter. By the execution of this Waiver and Release, the undersigned hereby accepts full and sole responsibility of any such injuries or damages which may occur to the undersigned in, on or about the Vessel or in connection with the Charter.

3. To indemnify and hold harmless the Company Group from and against all losses, claims, damages, causes of action, suits, proceedings, assessments, liabilities, fines, judgments, amounts paid in settlement, cost or expenses including, but not limited to, attorneys' fees and disbursements suffered by the Company (collectively, "Losses") from any and all claims of any nature whatsoever (known or unknown) arising out of the undersigned's acts or omissions on the Vessel or in connection with the Charter.

Signature of Charter Party: \_\_\_\_\_ Dated: \_\_\_\_\_  
Signature of Legal Guardian (if under 18): \_\_\_\_\_ Dated: \_\_\_\_\_

Address: \_\_\_\_\_  
City, State, Zip code: \_\_\_\_\_  
Phone Number: (area code + number) \_\_\_\_\_

***Bring on day of departure or fill out same day before boarding.***