

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I/WE HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, FUNKEY CHARTERS LLC, including by way of example and not limitation, any risks that may arise from incident on the part of the persons or entities being released, actions of other participants in the event space, or dangerous or defective equipment or property owned, maintained, or controlled by them.

I/WE certify that I/WE understand that this activity has potential risks including but not limited to:

- 1) Ability to follow all directions by the Captain;
- 2) Lifting or moving objects;
- 3) Mental stress and anxiety;
- 4) Being in a boat with up to six persons;
- 5) Competitive behavior of other players;
- 6) Possibility of not seeing certain wildlife or of catching any fish.

I/WE have no physical or mental illness that precludes my participation in a safe manner for myself or others. I/WE am not under the influence of drugs or alcohol which impairs my ability to maintain my safety awareness or endangers others.

I/WE acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I/WE may participate, and that it will govern my actions and responsibilities at said activity.

By executing this agreement and participating in the activity, I/WE hereby take action for my/ourselves, our executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE AND DISCHARGE from any and all liability for personal injury, personal property damage or theft, disability, or death, which may hereafter occur to me, including during my commute to and from this activity, the following entity: FUNKEY CHARTERS LLC and their owners, employees, volunteers, representatives, administration, as well as the activity holders, sponsors, outside consultants representing FUNKEY CHARTERS LLC, advisors and all agents.

(B) I/WE INDEMNIFY, HOLD HARMLESS, AND SURRENDER MY RIGHT TO SUE the entities or persons mentioned in this document from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence or act of FUNKEY CHARTERS LLC and its agents or of other participants in the activity or otherwise. I/WE hereby consent to receive emergency medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I/WE understand that while participating in this activity, I/WE may be photographed. I/WE agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns in perpetuity without remuneration FUNKEY CHARTERS LLC holds the right to refuse and disallow, or to discontinue participation to participants that appear to be violent, intoxicated, abusive, or destructive without question and without reimbursement of admission costs.

Participants may be held liable for any property damage inflicted by participant on/ to any FUNKEY CHARTERS LLC property, including theft of property. Operators of FUNKEY CHARTERS LLC reserve the right to charge participant's credit card on file for realistic replacement or repair costs with due notice to participant of such charges