

## WAIVER OF LIABILITY, ASSUMPTION OF RISKS, RELEASE & INDEMNITY AGREEMENT

1. This is a binding legal document. The purpose of this agreement is to exempt, waive and relieve the Releasees, defined below, from liability for property damage or other claims that may result from my being a Participant in the sport and activities of Oceandra, specifically group sailing trips and water sports in general.

2. In consideration of being permitted to participate in any way in the sport and activities of sailing, and having voluntarily elected to participate, I, as Participant, covenant and agree:

### **Assumption of risk**

3. I comprehend and appreciate that there are foreseeable, unforeseeable and inherent dangers and risks of harm involved in the sport and activities of sailing and other water sports. I acknowledge that the activities can be physically and mentally intense. I know and understand that the risk of injury from the activities is significant, including the potential for partial or total disability, paralysis and death, and while personal discipline can minimize this risk, the risk of serious injury does always exist.

4. I acknowledge there is a risk that my personal property, including clothing, jewelry, and equipment can be lost, damaged or destroyed.

**5. I acknowledge that the consumption of alcohol and/or mind-altering substances before boarding or on board a sea-going vessel, whether or not at sea, is dangerous and is likely to increase the risk of personal injury and damage to property.**

6. I recognize that these risks and dangers include, but are not limited to, those arising from participating in an outdoor environment and being exposed to the elements. I acknowledge that these risks may arise from the conditions and use of equipment provided or obtained for my use by Oceandra or its affiliates, including general strain injuries from sailing, exposure to the elements including the sea and wind and cold, colliding with rocks, ledges, other yachts, or any other object. I understand that these risks and dangers may be caused by my negligence or the negligence of others, including the Releasees.

7. I acknowledge and understand that included within the scope of this waiver and release is any claim or cause of action arising from the performance, or failure to perform, of any maintenance, inspection, supervision or control of said equipment and for the failure to warn of dangerous conditions existing during a sailing trip or excursion, for failure to maintain or inspect equipment supplied to me, for selection or retention of certain employees, workers and agents of the Releasees, or supervision or instruction by the Releasees or their agents.

8. I understand and agree that all of the risks and dangers described throughout this agreement, including those caused by my negligence and/or others, are included within the waiver and release described herein. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN. For the avoidance of doubt, nothing in this clause is intended to release the Releasees from liability for death or personal injury caused by the Releasees' negligence. Release and discharge

## **Release and Discharge**

9. I HEREBY RELEASE, DISCHARGE AND HOLD HARMLESS the Releasees from and against any and all claims, liability and/or causes of action I may have or that may be made on my behalf or by my spouse, children, heirs and legal representatives, for loss of consortium, property damage and/or breach of contract or any other damage, occasioned by, arising out of or incidental to my participation in the activities of sailing and water sports in general WHETHER OR NOT RESULTING FROM OR CAUSED BY NEGLIGENCE by, of and/or on the part of Releasees. For the avoidance of doubt, nothing in this clause is intended to release the Releasees from liability for death or personal injury caused by the Releasees' negligence.

## **Indemnity**

10. I shall defend, indemnify and hold harmless the Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my participation and to reimburse them for any such expenses incurred. I agree that this Agreement may be pleaded as a bar to any action, suit or proceedings taken at any time against any Releasee by me (or on behalf of my minor Participant, if applicable).

## **Severability**

11. I further expressly agree that the foregoing waiver, assumption of risks, release and indemnity agreement is intended to be as broad and inclusive as is permitted and that if any portion thereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

## **Binding on successors**

12. This agreement binds the heirs, administrators, executors, personal representatives, dependants (if any) and successors of the Participant and ensures for the benefit of Oceandra, associated businesses & trading companies and its successors and assigns.

## **Definitions**

13. "Releasees" are Oceandra, its principals, and all of its agents, representatives, affiliates, suppliers, or distributors, including Eliezer Ihejirika and his affiliates.

14. "Participant" is the individual who wishes to engage in the sport and activities of sailing and/or water sports.

## **Jurisdiction**

15. This agreement shall be governed exclusively by the laws of the United States of America.