

Sundog Sailing, LLC

Waiver of Liability

*Sailing Vessel “Windchaser”

*Motor Vessel “Scout” 210

*Dinghy with Outboard “Chica”

In signing this waiver of liability, I understand and accept there are risks in sailing and motorboating of personal injury, equipment failure, accidents, acts of other participants, perils of the elements or adverse weather or sea conditions, and any other risks that may occur in the parking lot, at the marina, onboarding or offboarding the sailing or motor vessel. I assume these risks or any other risk not listed above but inherently involved in chartering a sailing or motor vessel.

Charterer and guests of charterer agree to release and hold harmless Sundog Sailing, LLC, its members, captains and crew, and all agents from all liability and responsibility for personal injury, property damage, property loss, wrongful death however so caused, including product defect or the negligence of the above listed and released individuals or members. I hereby assume all risks and understand that I, and my invitees

and guests, have a duty to exercise reasonable care for my own safety and personal wellbeing and, upon signing this waiver, agree to do so.

In the event of a medical emergency, illness, or accident and I or my guests require medical treatment, all steps will be taken to obtain or provide any assistance available or within immediate and proximate medical assistance availability. All expenses will be taken care of by the insurance of the charterer or guests and all expenses paid by the charterer. I agree that I am physically fit to participate on a sailboat or a motorboat activity and hold harmless all members or agents of Sundog Sailing, LLC. In the event that I present with a call of distress or require first aid I would like medical assistance and I will not hold Sundog Sailing, LLC responsible for actions or attempts to rescue or perform first aid procedures.

Federal Maritime Law governs any dispute that occurs on open waters and Sundog Sailing, it's members, agents, partners, or affiliates are bound by these rules. I agree to hold harmless Sundog Sailing, LLC and will be financially responsible for any judgement, decision, order, decree, stipulation, or settlement and shall reimburse Sundog

Sailing, LLC for any attorney's fees, court costs, and expenses.

Parking at The Saint Johns Yacht Harbor is private and is by guest invitation only. Parking fees are charged \$12/day and your vehicle will be booted or towed if the car is parked improperly. Guest Parking is just before traveling across the low bridge in the gravel lot or under the big bridge to the right upon entering the Yacht Harbor. Parking is at your own risk and Sundog Sailing, LLC is not responsible for any theft, damage, or towing fees that occur while at St. Johns Yacht Harbor.

I have read and understood this agreement and, upon signing this waiver, am bound by it from the date of my signature into perpetuity. I further agree on behalf of myself, my heirs and assigns, to indemnify and hold harmless Sundog Sailing and released parties for any and all causes of action arising as a consequence of any incidents which might occur in any activities with or involving the released parties.

Let's be safe and get out on the Water!

Thank You,

Captains

