

## Liability Release and Passenger Agreement

In consideration of the services of Paradise Cycle Boat Adventures, LLC,

I agree to release and discharge Paradise Cycle Boat Adventures, LLC, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. **Acceptance of Risk** I acknowledge that the operation and use of the Vessel has inherent risks that may result in physical or emotional injury, paralysis, sickness, death, or damage to myself, to property, or third party.

I expressly agree to assume all of the risks existing in this activity, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of Paradise Cycle Boat Adventures, LLC or its operators. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.

2. **Captain's Responsibility and Rules** I acknowledge that the Captain is in charge of the Vessel. I will abide by the Captain's rules of safety and appropriate behavior as a passenger. Inappropriate behavior may result in early termination of your cruise without refund. Behavior including but not limited to extreme intoxication, damage to the boat, equipment, docks, excessive language/behavior, failing to adhere to crew leadership and safety instructions.

3. **Release and Waiver of Claims** BY SIGNING THIS AGREEMENT, I HEREBY RELEASE, FOREVER DISCHARGE, AND AGREE TO HOLD PARADISE CYCLE BOAT ADVENTURES, LLC. AND MARCO RIVER MARINA INC d/b/a ROSE MARINA, IT'S MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS, AGENTS, VENDORS, AND AFFILIATES, HARMLESS FROM ANY AND ALL LIABILITY CLAIMS OR DEMANDS FOR PERSONAL INJURY, SICKNESS, DEATH, PROPERTY DAMAGE, AND RELATED EXPENSES , OF ANY NATURE WHATSOEVER THAT I MAY INCUR AS A RESULT OF MY USE OF THE VESSEL AND PARTICIPATION IN IT'S VOYAGE AND VISITING THE PREMISES OF ROSE MARINA. MARCO RIVER MARINA INC d/b/a ROSE MARINA IS NOT AFFILIATED OR ASSOCIATED WITH PARADISE CYCLE BOAT ADVENTURES, LLC. AND IS A SEPARATE BUSINESS.

4. **Indemnification** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Paradise Cycle Boat Adventures, LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Paradise Cycle Boat Adventures, LLC equipment and facilities, including any such claims which allege negligent acts or omissions of Paradise Cycle Boat Adventures, LLC. Should Paradise Cycle Boat Adventures, LLC or anyone acting on their behalf, be required to incur attorney's fees enforce this agreement; I agree to indemnify and hold them harmless for all such fees. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or agree to bear the cost of such injury or damage myself .I further certify that

I have no medical or physical conditions which could interfere with my safety in this activity, or I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

**5. Representation** I am at least 18 years of age, or if I have a minor child in my party, I am at least 25 years of age. All minor children in my party, if any, are listed by name at the bottom of this Agreement and each meets Paradise Cycle Boat Adventures, LLC passenger requirements. I expressly agree to the Acceptance of Risk and Release provisions of this Agreement on behalf of myself and any minor children to whom I am a parent, legal guardian, or otherwise have care and custody, and my heirs and personal representatives. I understand that I must be at least 21 years of age to consume alcoholic beverages.

6. I agree and understand that the weight limit for any individual rider is 275 pounds. I understand that this requirement is for my own safety and that I will not ride the Paradise Cycle Boat Adventures, LLC vessel if I am above the weight limit.

7. I agree that any photographs or other media recordings captured of me during my tour may be used by Paradise Cycle Boat Adventures, LLC for commercial purposes. I also understand and give my consent to have audio and/or video footage taken of me during my tour for quality assurance or for review in the case of an accident. I also consent to receive an email asking for feedback from my experience.

**8. Interpretation and Governing Law** I agree that the validity and enforceability of the Release of Liability and Assumption of Risk will be governed by the substantive law of Florida without regard to its conflict of law rules.

**9. Arbitration of Disputes** I agree to submit to arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules of any dispute arising out of or relating to this Agreement that cannot be settled by informal mediation. The place of Arbitration shall be Marco Island, Florida. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Paradise Cycle Boat Adventures, LLC on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE LEGAL CONTRACT. I HAVE READ AND UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.