

BUSCO BEACH
RELEASE AND WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT

THIS RELEASE MUST BE CAREFULLY READ, AGREED TO, AND SIGNED BY EVERY USER OF THE FACILITY KNOWN AS "BUSCO BEACH", IN CONSIDERATION OF BEING PERMITTED TO ENTER THE PREMISES, PARTICIPATE IN ANY OF THE ACTIVITIES OFFERED OR MADE AVAILABLE IN AND ON THE PREMISES, USE OR OPERATE ANY MOTORIZED CONVEYANCE IN AND ON THE PREMISES (INCLUDING WITHOUT LIMITATION ANY FOUR-WHEELER, ATV, JET SKI, WAVE RUNNER, OR OTHER SIMILAR EQUIPMENT), CAMP IN OR ON THE PREMISES, OR OTHERWISE REMAIN ON AND USE OR ACCESS THE PREMISES IN ANY WAY OR FASHION WHATSOEVER.

_____, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE 6112 Investments Inc, DBA BUSCO BEACH, ANY OTHER PERSON OR ENTITY WHICH MAY NOW OR HEREAFTER OWN, OPERATE OR MANAGE THE PREMISES, OR ANY EMPLOYEE, AGENT OR CONTRACTOR OF SUCH OWNERS, OPERATORS OR MANAGERS OF THE PREMISE, AND THE UNDERSIGNED RELEASES, WAIVES AND DISCHARGES ALL SUCH OWNERS, MANAGERS, OPERATORS AND/OR THEIR EMPLOYEES OR AGENTS FROM ALL LIABILITY TO THE UNDERSIGNED ON ACCOUNT OF INJURY OR DEATH TO THEMSELVES OR ANY OTHER PERSON, WHETHER CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE PERSONS RELEASED HEREIN, OR OTHERWISE WHILE THE UNDERSIGNED IS IN OR UPON THE PREMISES OF "BUSCO BEACH". THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS THE PERSONS RELEASED HEREIN FROM LIABILITY FOR ANY INJURY OR DEATH TO PERSONS, OR INJURY OR DAMAGE TO THE PROPERTY, CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE UNDERSIGNED.

ASSUMPTION OF THE RISK

THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT MANY OF THE ACTIVITIES OFFERED, MADE AVAILABLE, AND OTHERWISE ENGAGED IN ON THE PREMISES INVOLVE THE RISK OF SERIOUS INJURY, INCLUDING WITHOUT LIMITATION OPERATING OR RIDING UPON POWERED CONVEYANCES OF ANY KIND, SWIMMING, BOATING, OR OTHERWISE ACCESSING, USING, OR ENTERING THE LAKES, STREAMS, RIVERS OR OTHER WATER COURSES LOCATED IN AND ON THE PREMISES, ACTIVITIES ASSOCIATED WITH CAMPING, AND/OR THE OPERATION OF MOTOR VEHICLES AND RECREATIONAL VEHICLES. THE UNDERSIGNED FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE CONSUMPTION OF ALCOHOLIC BEVERAGES BY THE UNDERSIGNED AND/OR ANY PERSONS AFFILIATED WITH OR ENTERING WITH THE UNDERSIGNED INCREASES THE RISK OF SERIOUS INJURY ARISING FROM ANY SUCH ACTIVITIES, AND FURTHER ACKNOWLEDGES AND EXPRESSLY AGREES THAT THE UNDERSIGNED AND ALL PERSONS ARE PROHIBITED FROM ENGAGING IN ANY SUCH ACTIVITIES WHILE IMPAIRED BY ALCOHOL OR ANY OTHER IMPAIRING SUBSTANCE. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF DEATH OR PERSONAL INJURY, OR INJURY OR DAMAGE TO PROPERTY, ARISING OR RELATED IN ANY WAY TO THE PREMISES, USE OF THE PREMISES OR ACTIVITIES ENGAGED IN ON THE PREMISE, WHETHER OR NOT SUCH ACTIVITIES ARE ENGAGED IN BY THE UNDERSIGNED.

THE UNDERSIGNED FURTHER EXPRESSLY AGREES THAT THE FOREGOING RELEASE, WAIVER, AND INDEMNITY AGREEMENT, AND THE UNDERSIGNED'S ASSUMPTION OF THE RISK, IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OF THE STATE OF NORTH CAROLINA, AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE REMAINDER SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, AND THE ASSUMPTION OF RISK AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE, AND THAT THE UNDERSIGNED'S ENTRY INTO AND ON THE PREMISES PROVIDES FULL AND SUFFICIENT CONSIDERATION FOR THIS

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AGREEMENT. FURTHER, IF THE UNDERSIGNED HAS ALREADY ENTERED THE PREMISES PRIOR TO SIGNING THIS DOCUMENT, THE UNDERSIGNED AGREES THAT HIS OR HER BEING ALLOWED TO REMAIN UPON THE PREMISES AFTER SIGNING THIS AGREEMENT LIKEWISE PROVIDES FULL AND SUFFICIENT CONSIDERATION FOR HIS OR HER SIGNING AND ENTERING INTO THE AGREEMENT.

THIS AGREEMENT IS BINDING ON THE HEIRS AND ASSIGNS OF THE UNDERSIGNED, AND TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE UNDERSIGNED ENTERS INTO THIS AGREEMENT BY AND ON BEHALF OF, AND AS THE GUARDIAN, AGENT, OR REPRESENTATIVE OF ALL OTHER PERSONS IN HIS OR HER PARTY OR GROUP, INCLUDING WITHOUT LIMITATION ANY MINOR CHILD OF THE UNDERSIGNED, OR ANY SUCH CHILD WHOSE CARE, CUSTODY AND SUPERVISION HAVE BEEN TEMPORARILY ENTRUSTED TO THE UNDERSIGNED.

_____	_____	_____
[PRINT LEGAL NAME]	DATE OF BIRTH	DRIVER'S LICENSE NUMBER & STATE
_____	_____	_____
[SIGN LEGAL NAME]		DATE
_____	_____	_____
(Minor Child)		DOB
_____	_____	_____
(Minor Child)		DOB
_____	_____	_____
(Minor Child)		DOB
_____	_____	_____
(Minor Child)		DOB

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