

# **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

THIS DOCUMENT RELEASES AND WAIVES CERTAIN LEGAL RIGHTS. IT MUST BE CAREFULLY READ, AGREED TO, AND SIGNED BY EVERY ADULT USER OF THE FACILITY KNOWN AS "BUSCO BEACH".

IN ADDITION TO AND NOTWITHSTANDING ANY FEE OR CHARGE FOR ADMISSION OR PARTICIPATION, I AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO ENTER OR REMAIN ON THE PREMISES KNOWN AS "BUSCO BEACH", AND OF BEING PERMITTED TO USE, ACCESS, OR PARTICIPATE IN ANY ACTIVITY IN OR ON THE PREMISES IN ANY WAY OR FASHION WHATSOEVER,

I, [REDACTED], HEREBY RELEASE, WAIVE, DISCHARGE, AND PROMISE NOT TO SUE 6112 INVESTMENTS, Inc. AND ANY OF ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS, AND CONTRACTORS, 6112 INVESTMENTS, LLC, AND ALL OF ITS MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS, AND CONTRACTORS LLC, AND ALL PERSONS AND ENTITIES WHICH NOW, OR IN THE PAST OR IN THE FUTURE, OWN, OPERATE, OR MANAGE "BUSCO BEACH" AND/OR THE PREMISES INCLUDING EVERY PERSON OR ENTITY WHICH MAY OWN OR CONTROL ANY PART OF THE PREMISES, AND ALL EMPLOYEES, AGENTS, OR CONTRACTORS OF SUCH OWNERS, OPERATORS, OR MANAGERS OF THE PREMISES, FROM ALL LIABILITY TO ME OR ANY PERSON OR ENTITY CLAIMING THROUGH ME, ON ACCOUNT OF INJURY OR DEATH TO ME OR TO ANY OTHER PERSON, OR ON ACCOUNT OF PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY THE PERSONS AND ENTITIES RELEASED HEREIN, OR OTHERWISE SUFFERED OR SUSTAINED WHILE I AM IN OR ON THE PREMISES OF "BUSCO BEACH".

I AGREE THAT I AM SOLELY RESPONSIBLE FOR MY OWN SAFETY. I AGREE THAT I AM SOLELY RESPONSIBLE FOR THE SUPERVISION AND SAFETY OF EVERY MINOR WHO ACCOMPANIES ME INTO OR ON THE PREMISES OF "BUSCO BEACH", WHETHER OR NOT SUCH MINOR IS RELATED TO ME BY BLOOD OR MARRIAGE. I AGREE THAT NONE OF THE PERSONS RELEASED HEREIN ARE RESPONSIBLE FOR THE SUPERVISION OR SAFETY OF ME OR OF ANY MINOR FOR WHOSE SUPERVISION I AM RESPONSIBLE.

I HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS THE PERSONS RELEASED HEREIN FROM LIABILITY FOR ANY INJURY OR DEATH TO ANY PERSON, OR INJURY OR DAMAGE TO PROPERTY, CAUSED BY THE WILLFUL, NEGLIGENT, OR GROSSLY NEGLIGENT ACTS, ERRORS, AND/OR OMISSIONS OF MYSELF OR ANY MINOR FOR WHOSE SUPERVISION I AM RESPONSIBLE.

## **ASSUMPTION OF THE RISK**

I ACKNOWLEDGE AND AGREE THAT THE PREMISES IN AND ON WHICH "BUSCO BEACH" OPERATES ARE NOT FREE OF HAZARDS, AND THAT HAZARDOUS CONDITIONS EXIST IN AND ON THE PREMISES WHICH REQUIRE MY DILIGENT

CARE AND CLOSE ATTENTION IN ORDER TO AVOID INJURY OR DEATH. SUCH CONDITIONS INCLUDE WITHOUT LIMITATION HILLS, HOLES, BUMPS, JUMPS, TRAILS, ROOTS, ROCKS, RACETRACKS, MUD COURSES, AND OTHER FEATURES OF THE TERRAIN. THE ACTIVITIES I CHOOSE TO ENGAGE IN ON THE PREMISES OR IN WHICH I ALLOW ANY MINOR TO PARTICIPATE, MAY INVOLVE THE RISK OF DEATH OR SERIOUS INJURY, INCLUDING WITHOUT LIMITATION THE ACTIVITIES OF RIDING OR OPERATING ANY MOTORIZED CONVEYANCE (INCLUDING WITHOUT LIMITATION ANY MOTOR VEHICLE, RECREATIONAL VEHICLE, FOUR-WHEELER, ATV, JET SKI, WAVE RUNNER, OR OTHER SIMILAR EQUIPMENT), HIKING, WALKING, RUNNING, AND SWIMMING, FISHING, BOATING, OR OTHERWISE ACCESSING, USING, OR ENTERING THE LAKES, STREAMS, RIVERS, OR OTHER WATER COURSES LOCATED IN AND ON THE PREMISES, AND ACTIVITIES ASSOCIATED WITH CAMPING. I EXPRESSLY ACKNOWLEDGE THAT THERE ARE NO LIFEGUARDS PROVIDED NOR ANY OTHER PERSONS EMPLOYED TO SUPERVISE ME OR ANY MINOR FOR WHOSE SUPERVISION I AM RESPONSIBLE.

I ACKNOWLEDGE AND AGREE THAT THE CONSUMPTION OF ALCOHOLIC BEVERAGES OR OTHER IMPAIRING SUBSTANCES, WHETHER BY ME OR BY OTHERS, INCREASES THE RISK OF SERIOUS INJURY AND DEATH ARISING FROM PARTICIPATION IN ANY RECREATIONAL ACTIVITY. I ACKNOWLEDGE THAT THE CONSUMPTION OF ALCOHOLIC BEVERAGES IS NOT PROHIBITED ON THE PREMISES AND THAT OTHERS USING THE PREMISES MAY HAVE CONSUMED ALCOHOLIC BEVERAGES OR OTHER IMPAIRING SUBSTANCES. I ACKNOWLEDGE AND AGREE THAT THE PERSONS OPERATING AND/OR MANAGING "BUSCO BEACH" HAVE COMPLETE DISCRETION TO BAR OR REMOVE ME FROM THE PREMISES AT ANY TIME, IN THE EVENT SUCH PERSONS DEEM THAT I AM OR AM LIKELY TO BECOME IMPAIRED BY ALCOHOL OR ANY IMPAIRING SUBSTANCE; HOWEVER, NONE OF THE PERSONS OR ENTITIES RELEASED HEREIN ARE RESPONSIBLE FOR MONITORING OR REMOVING ANY PERSONS WHO MAY BECOME IMPAIRED.

I HEREBY ASSUME FULL LIABILITY AND FULL RESPONSIBILITY FOR ANY AND ALL RISK OF DEATH OR PERSONAL INJURY TO ME OR TO ANY MINOR FOR WHOSE SUPERVISION I AM RESPONSIBLE, AND FOR INJURY OR DAMAGE TO PROPERTY, ARISING OR RELATED IN ANY WAY TO THE PREMISES, USE OF THE PREMISES, OR ACTIVITIES ENGAGED IN ON THE PREMISES, WHETHER OR NOT SUCH ACTIVITIES ARE ENGAGED IN BY ME OR BY ANY MINOR FOR WHOSE SUPERVISION I AM RESPONSIBLE.

I AGREE THAT THE FOREGOING RELEASE, WAIVER, AND INDEMNITY AGREEMENT, AND ASSUMPTION OF 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. I HAVE READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN

MADE, AND THAT MY ENTRY INTO AND ON THE PREMISES PROVIDES FULL AND SUFFICIENT CONSIDERATION FOR THIS AGREEMENT, NOTWITHSTANDING ANY MONETARY FEE OR CHARGE PAID FOR ENTRY. FURTHER, IF I HAVE ALREADY ENTERED THE PREMISES PRIOR TO SIGNING THIS DOCUMENT, I AGREE THAT MY BEING ALLOWED TO REMAIN UPON THE PREMISES AFTER SIGNING THIS AGREEMENT LIKEWISE PROVIDES FULL AND SUFFICIENT CONSIDERATION FOR MY SIGNING AND ENTERING INTO THE AGREEMENT. ONCE I HAVE SIGNED THIS DOCUMENT ON ANY OCCASION IT WILL BE BINDING ON ME ON EVERY OCCASION I ENTER AND/OR USE THE PREMISES.

THIS AGREEMENT IS BINDING ON MY HEIRS AND ASSIGNS, AND TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, I ENTER INTO THIS AGREEMENT BY AND ON BEHALF OF, AND AS THE GUARDIAN, AGENT, OR REPRESENTATIVE OF ALL OTHER PERSONS ACCOMPANYING ME, INCLUDING WITHOUT LIMITATION ANY MINOR FOR WHOSE SUPERVISION I AM RESPONSIBLE, AND FOR THE PARENTS AND GUAURDIANS OF SUCH MINORS.

**FIRST NAME            LAST NAME**

\_\_\_\_\_  
[PRINT NAMES]

\_\_\_\_\_  
[SIGN NAMES]

\_\_\_\_\_  
[DRIVERS LICENSE NUMBER]

\_\_\_\_\_  
[STATE DRIVERS LICENSE ISSUED]

\_\_\_\_\_  
[TODAYS DATE]

\_\_\_\_\_  
[DATE OF BIRTH]

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**MINOR #1**

\_\_\_\_\_  
[PRINT NAMES AND DATES OF BIRTH OF ALL MINORS ACCOMPANYING ADULT(S) NAMED ABOVE]

**MINOR #2**

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[PRINT NAMES AND DATES OF BIRTH OF ALL MINORS ACCOMPANYING ADULT(S) NAMED ABOVE]

**MINOR #3**

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[PRINT **NAMES** AND **DATES OF BIRTH** OF ALL MINORS ACCOMPANYING  
ADULT(S) NAMED ABOVE]

**MINOR #4**

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[PRINT **NAMES** AND **DATES OF BIRTH** OF ALL MINORS ACCOMPANYING  
ADULT(S) NAMED ABOVE]

**MINOR #5**

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[PRINT **NAMES** AND **DATES OF BIRTH** OF ALL MINORS ACCOMPANYING  
ADULT(S) NAMED ABOVE]

**MINOR #6**

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[PRINT **NAMES** AND **DATES OF BIRTH** OF ALL MINORS ACCOMPANYING  
ADULT(S) NAMED ABOVE]

**MINOR #7**

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[PRINT **NAMES** AND **DATES OF BIRTH** OF ALL MINORS ACCOMPANYING  
ADULT(S) NAMED ABOVE]