RELEASE CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT

IN CONSIDERATION of being allowed to participate in the events, activities and tours provided by THRILLER MIAMI LLC for myself and/or any minor children for whom I am the legal parent/guardian or otherwise responsible for my/our heirs, personal representatives or assigns:

ACKNOWLEDGEMENT OF RISKS

I fully acknowledge that some, but not all of the risks of participating in this activity/tour to which I am about to engage may include (1) wakes from other vessels, rogue waves, large waves and choppy seas which may result in a rough or bouncy ride; (2) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (3) any sense of balance, physical condition, ability to operate equipment, swim and/or follow directions; (4) collision, capsizing, sinking or other hazard which results in wetness, neck, back, or other physical injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning; (5) the presence of insects and marine life forms; (6) equipment failure or operator error; (7) heat or sun related injuries or illness, including sunburn, sunstroke or dehydration; band (8) fatigue, chill and/or dizziness which may diminish my/our reaction time increase the risk of an accident. I specifically acknowledge I am physically/mentally able to participate in the activity/tour I am about to engage.

CONTRACTUAL/EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I fully agree to assume all responsibility for all the risks of this activity/tour to which I am about to engage, whether identified above or not. I FULLY UNDERSTAND THAT I UNDERTAKE EVEN THOSE RISKS RISING OUT OF THE NEGLIGENCE OF THE RELEASES NAMED BELOW. My/Our participation in this activity is completely voluntary. I assume full responsibility for myself and any of minor children for whom I am responsible. This responsibility that I assume on my behalf and that of my minor children, or those children for whom I am legally responsible, extends to any bodily injury, accidents, illnesses, paralysis, death loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity. I COMPLETELY UNDERSTAND AND AGREE TO ACCEPT ALL RESPONSIBILITY ON BEHALF OF MYSELF AND MY MINOR CHILDREN, OR THOSE CHILDREN FOR WHOM I AM RESPONSIBLE; EVEN IF THESE INJURIES, DEATH, OR LOSS OF PERSONAL PROPERTY ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW.

I HEREBY RELEASE THRILLER MIAMI LLC, THEIR AFFILIATED AND RELATED COMPANIES, THEIR PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, THEIR INSURERS, AND EACH AND EVERY LANDOWNER, MUNICIPAL AND/OR GOVERNMENTAL AGENCY UPON WHOSE PROPERTY AND ACTIVITY IS CONDUCTED, AS WELL AS THEIR INSURERS, IF ANY, FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AS WELL AS OTHER PERSONS AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY, EVEN IF CAUSED BY MY NEGLIGENCE OR BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).

I have read this assumption and acknowledgement of risks and release of liability agreement. I understand fully that it is contractual in nature and binding upon me personally. I further understand that by signing this document, I am waiving valuable legal rights including any and all rights I may have against the owner, the operator named above, or their employees, agents, servants or assigns. I FULLY AGREE IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THIS ACTIVITY/TOUR TO HOLD HARMLESS AND INDEMNIFY THE OWNER, THE OPERATOR NAMED ABOVE OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS FOR ANY INJURY WHICH MAY BEFALL ME, MY MINOR CHILDREN OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE (INCLUDING DEATH).

This Agreement shall be governed by the laws of the United States. Any legal action relating to or arising out of this Agreement against or with respect to THRILLER MIAMI LLC or any of its affiliated or related companies shall be commenced exclusively in and before a Court located in Miami, Florida, U.S.A. to the exclusion of the courts of on other state, territory or country.

Participant's Name (Please Pr	int) Age	Participant's Signature	Signature	of (Requ	Parent/Guardian
Participant's Name (Please Pr	int) Age	Participant's Signature	Signature	of	Parent/Guardian
Participant's Name (Please Pr	int) Age	Participant's Signature	 Signature	 of (Requ	Parent/Guardian uired if Under 18 Years of Age)
Participant's Name (Please Pr	int) Age	Participant's Signature	 Signature	 of (Requ	Parent/Guardian Under 18 Years of Age)
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