

**WAIVER OF LIABILITY/INDEMNIFICATION/HOLD HARMLESS/
COVENANT NOT TO SUE/CHOICE OF LAW AND FORUM
AGREEMENT ("Release")**

The undersigned participate(s), are hereby registering and voluntarily and without duress, agreeing to participate in, at my sole risk, The Dam Power Boat Run at Lake Murray and all associated activities (hereinafter, the "Event,") and will be utilizing high performance watercraft in high traffic and open water conditions and a vessel in which the Operator(s) are competent, trained in the operation of, and possess the skill, knowledge and experience to operate and control in a competent, responsible, and professional manner within the bounds of, and agree to abide by, all applicable Local, State and Federal laws, including, but not limited to, Case Law, Statutes, Rules, and Regulations.

In consideration for receiving permission to participate in the Event, I, individually, and on behalf any of my Executor(s), Personal Representative(s), Administrator(s), Trustee(s), Heir(s)-at-law, next of kin, assignee(s), beneficiaries, devisee(s), my heirs and assigns, or any Business Entity in which may claim any interest ("Releasers" or "I") hereby WAIVE, RELEASE, FOREVER DISCHARGE, HOLD HARMLESS, AND AGREE TO INDEMNIFY The Dam Power Boat Run at Lake Murray, LLC, located at 111 Derrick Drive, Irmo, SC 29063, its Owners, Agents, Affiliates, Registered Agents, Employees, Officers, Board Members, Directors, Heirs, Contractors, Sub-Contractors, Sponsors, Shareholders, Benefactors, Successors and Assigns, and Volunteers ("Releasees"), from any and all claims, liability, demands and causes of action of any kind or nature which are in any way related, directly or indirectly to or arising out of any loss, damage, property damage, or personal injury, including death, that may be sustained or directly, indirectly, or proximately caused by me or the crew in which I am Captain or any of the property belonging to me, whether caused by NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in the Event or while in, on, or upon the premises where any activity associated with the Event is being conducted.

Furthermore, by consent or operation of law, I am expressly authorized to enter and bind the "Releasers" to the entirety of this Agreement .

I and the Releasers are fully aware of the unusual risks involved, hazards and inherently dangerous nature connected with this activity. I am voluntarily participating in the Event with full knowledge that said activity may be hazardous to me, my crew, and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISKS OR LOSS OF PROPERTY, DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by or directly, indirectly, or proximately caused by me, or any loss or damage to property owned by me, as a result of being engaged in such activity, whether caused by negligence of the releasees.

I further agree and covenant not to sue the Releasees and that I will not bring any claim or cause of action of any kind or nature against RELEASEES arising from or related to my participation in the event.

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I further hereby AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS RELEASEES from any claims, or causes of action, loss, injury, liability, damage or costs of any kind, including court costs and attorneys' fees, arising from my participation in said activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

INSURANCE: I understand that RELEASEES do not cover insurance for participants, covering any circumstances arising from my participation in this event or any activity associated with or facilitating that participation. As such, I agree that I am solely responsible for providing and maintaining any insurance coverages throughout my participation of the event both in amount and type, including but not limited to, personal injury, property damage, and any other liability coverage I deem necessary and further agree that I am solely and personally responsible for any deficiency beyond the policy limits.

SEVERABILITY CLAUSE: I agree that in the event that any portion of this Waiver of Liability and Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver of Liability and Release, which shall continue to be enforceable. To the extent that any reviewing court may conclude that this Waiver of Liability and Release is too broad to be legally enforceable, I hereby declare my intention that the court enforce it to the fullest extent the law would allow, or to otherwise modify this Waiver of Liability and Release to fully account for my unequivocal intent to release the Released Parties from liability as consideration for allowing me to voluntarily participate in The Run.

CHOICE OF LAW AND FORUM: Any controversy or claim arising out of this event, the breach hereof, and any claim for damages for bodily injury or property damage or any other cause of any nature whatsoever, sustained by a Releasor by reason of the negligence or other fault of or claim against The Dam Power Boat Run at Lake Murray, LLC, for events and activities organized by it, and the officers, directors, members, volunteers, employees, agents and/or contractors shall be resolved under the laws of South Carolina, exclusively in The Court of Common Pleas for Lexington County, South Carolina, or in the event such courts lack subject matter jurisdiction over the case or controversy, and only in that circumstance, in a state court of competent jurisdiction in the State of South Carolina. Subsequently, should any other South Carolina State court lack subject matter jurisdiction, and only in that circumstance, in the United States District Court for the District of South Carolina. This Event shall be governed by the laws of the State of South Carolina, without regard to the choice of law rules of either. The parties hereto submit to venue and personal jurisdiction in South Carolina for any enforcement action under this Agreement and the Releasors waive any possible defense of forum non conveniens and/or lack of personal jurisdiction before such court. All parties agree, as a matter of opinion and not as a conclusion of law, this clause is both just and reasonable in nature and scope, is fundamentally fair, and will conveniently allow each party to be heard. Additionally, any ambiguity shall be interpreted in a manner consistent with the intent of this agreement.

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I acknowledge that I have read and understand this entire Agreement and Release and agree to be bound by it. Additionally, I agree that I have been given ample opportunity to seek the advise of counsel relating to the execution of this agreement.

Signature **Date:** _____

Print

First Mate - Signature **Date:** _____

First Mate - Print

Occupant: Signature **Date:** _____
DOB: _____

Occupant: Print

Occupant: Signature **Date:** _____
DOB: _____

Occupant: Print