



# Bow to Stern Boating

## Event Information, Policies, and Agreements

**This document includes:** General Information, Policies, Procedures, Agreement Statements, and Waivers

**For the Following Events:** Rental/Charter, ASA Certification/Lesson, Day Camp, and Other Program.

**Contact Bow to Stern if you have any questions concerning this information.**

Updated: March 18, 2021

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## General Information

**Registration** – All registration is done on-line. We are happy to assist you if you need help registering or completing any of the forms, questionnaires, or agreements.

ALL PERSONS, including children, on any boat must complete the registration process. For Rentals/Charters, ONE PERSON is REQUIRED to complete the process as the "CAPTAIN", this should be the person responsible for the vessel. All others must complete the process as "Crew/Passenger".

**What to Bring** - Attire should be according to the predicted weather. Understand that the temperature is always a little cooler on the water and it never hurts to bring rain gear, hat, sunscreen, sunglasses and a camera to help remember your trip. Water, other drinks, food, and snacks of your choice to enjoy while on board are suggested depending on the duration of your trip. Each boat is equipped with different equipment, electronics, and amenities. Check the specific boat information to determine how your boat is equipped.

**Overnight Rentals/Charters/Lessons** - Bedding, pillows, and towels are not provided. Bedding can be sleeping bags or sheets. Flat sheets are recommended if bringing sheets for bedding. See specific boat information as to berth layout. The Galley is equipped with pots, pans, flatware, utensils, glasses, mugs, all corresponding to their size and galley capabilities. Each Galley is also equipped with specific equipment and appliances. See the specific boat for more information. Food, drink, and paper products are not provided. Portable Generator, Grill, kayak, and dinghy available upon request (extra fees apply).

## Captain and Vessel Check-In/Out Procedures

**Captain Check-In** - Each Rental/Charter's ETA is shown just below the event title at the top of the specific Event Information page. If your ETA changes, as it often does, please let us know as soon as possible so that we can schedule our staff accordingly.

Once you arrive at the Bow to Stern Offices, located at [Bow to Stern Boating - 290 Blackwell Point Loop Rd, Oriental NC](#), we will confirm payment, paperwork, and equipment. The staff will also confirm lifejacket needs.

**Captain Check-In Times** and After Hour fees.

8am - 6pm - Normal Check-In Times

6pm - 10pm - Evening Check-In - \$25 Fee

10pm - 12pm - Late Check-In - \$50 Fee

**Boat Location** - [Oriental Harbor Village Marina - 516 South Water St, Oriental NC](#), Once there, you can park anywhere in the parking lot. The boat is located in slip (see Bow to Stern Office). Bow to Stern Staff must accompany you for the initial boarding - do not board without permission. The "Captain Check-In" (above) should take place prior to the "Boat Check-Out" (below).

**Boat Check-Out & In Procedures and Times** - Once you have completed checking in with Bow to Stern Staff, we will Check-Out the boat to you. The boat will have been cleaned prior to your boarding which includes a thorough cleaning and disinfecting, pumping holding tanks, and filling water and fuel tanks.

**Boat Check-Out** - (Follows Normal Check-in Times) - Bow to Stern staff will explain to the "Captain" and other interested parties the safe operation of the boat. This will include: Location of Required and Safety Equipment and an explanation of other essential Systems and Equipment. They will answer any questions you may have and show you the "Vessel Manual", in which you will be able to find answers to questions you may have during your trip.

**After Hours Boat Check-Out** - AFTER 6pm - Depending on the time and conditions, the Bow to Stern Staff, at their discretion, may opt to only show the systems required for a night's stay on the boat, with the full Checkout being scheduled for the following morning.

**Boat Check-In** - If you need assistance docking, please contact the office (252-249-2424) and request assistance 30 minutes prior to arrival at the dock. Once you arrive back at your slip, contact the Staff on duty by calling the office (252)249-2424 to check-in the boat. We will meet you at the boat and go through a check-in process. For a list of check-in procedures see "Vessel Manual".

## Trip Planning

**Float Plan** - Your float plan for the trip will be discussed and documented. Bow to Stern Staff may assist in helping to determining the best plan.

**Vessel Tracking** - This vessel is equipped with a tracking device to monitor location and essential systems. Bow to Stern Staff will use this device's communication tools to assist in the safe operation of the vessel when possible. There is also an audible communication system between Bow to Stern and the Boat that will be explained. (Video/Cameras are not part of the system)

## Event Policies

**Payment Policy** - A minimum 20% deposit is required at the time of booking. The balance is due no later than two weeks prior to the start of your Rental/Charter. We recommend that you make all payments online via our online payment system. Your charter is not confirmed until the deposit is received. Emails for all payments will be sent to the email on file as confirmation of payment.

**Late Arrival Policy** – Events are scheduled to start and end at specific times and are shown at the top of the event information. If you are running late, please call the Bow to Stern office to let us know your new ETA. The event will start as soon as possible upon your arrival and due to Boat and Captain schedules, will end at the scheduled time unless prior arrangements have been made. If the event is an ASA Certification/Lesson, extra time may need to be scheduled if the required curriculum cannot be completed in the time available.

**Cancellation Policy** – An Event can be cancelled with more than 4 weeks notice for a full refund of any payments already made. Cancellations with less than 4 but more than 2 weeks notice from the start of the Event will forfeit a \$50 registration fee or the full deposit, whichever is less, or can be rescheduled without penalty. Cancellations after the required balance due date (two weeks prior to the start of the event) will forfeit 50% of the Event fee. No-Shows will forfeit the Event fee.

**Inclement Weather Policy** - Cancellations with full refund or rescheduling without penalty is possible for any rental/charter that has unsafe weather for more than 50% of the rental/charter duration. Unsafe weather is defined as tropical storm/hurricane or unsafe sailing conditions (winds above 25kts). We do not cancel for low winds, rain, or heat. We are glad to reschedule during our winter season due to abnormal cold.

## **RENTAL/CHARTER AGREEMENT STATEMENTS**

### **All Boats**

1. I have prior experience on comparable boats, and I am fully capable of operating the boat I have rented/chartered in the current and predicted conditions. If requested, my Boating Resume will show ample experience on comparable boats.
2. It is the responsibility of the "Captain" to confirm that all required/recommended equipment is on the boat at time of departure. (Includes, but not limited to lifejackets, vhf radio/cell phone.)
3. The "Captain" is solely responsible and accountable for any and all consequences attributable to their party's consumption of alcoholic beverages during or prior to the period of the rental. Consumption of alcohol by any party on board is not recommended.
4. The "Captain" will be held responsible for any and all damages to or by the vessel for the duration of the rental/charter.
5. Any legal cost or expenses connected with damages or collection of debt due to operation of boat will be the Renter's responsibility.
6. Bow to Stern Staff has the authority to require return of the boat to the dock, if I cannot show safe operation of the boat on the water in the current or predicted conditions.
7. I will leave a "Float Plan" with Bow to Stern Staff during my check-out process. This Float Plan will not be altered to go against any statements in the "Rental Agreement".
8. I am 25 years of age or older, and have all required certifications to operate the boat, in hand.
9. All participants under the age of 18 must be in the Care, Custody, and Control of a parent, guardian, or responsible adult at all times.
10. Everyone under the age of 13, is required by NC Law to wear a life jacket. Bow to Stern recommends that everyone wear a life jacket at all times.
11. Swimming from boats is NOT allowed.
12. Use of "Towed Sporting Equipment" (tubes, skis, knee boards and other such equipment) is not permitted.
13. Rental/charter boats are only to be used for personal recreation. No commercial use allowed.
14. Rental/charter boats may only be operated between dawn and dusk. No night time operation is permitted.
15. Rental/charter boats not returned at the end of their scheduled time, will be subject to a late fee. (Minimum half day rental rate).
16. Any use or possession of illegal items, including but not limited to drugs, alcohol, or firearms is strictly prohibited.
17. Pets, including but not limited to dogs, are not permitted without written permission from Bow to Stern Staff.
18. Violation of any part of the rental/charter agreement is grounds for immediate cancellation of the rental/charter. All fees paid for said rental/charter will be forfeited.

## **Kayak Specific Information**

1. The kayak I am renting is allowed to go in Smith and Greens Creek and under the bridge, staying inside the Oriental breakwaters.
2. Kayaks are NOT allowed past the Oriental Breakwaters.
3. A lifejacket is required to be worn by all kayakers at all times while on any of Bow to Stern's kayaks.
4. I will have a cell phone with me or I will request a radio from Bow to Stern Boating to ensure communications with Bow to Stern Support.

## **Powerboat Specific Information**

1. Power Boats must stay in Inland waters of the Neuse River and its tributaries. Any further travels (Pamlico Sound, ICW toward Beaufort or other destinations outside the Neuse River) must have prior approval from Bow to Stern Staff.
2. What is your tentative Float Plan?
3. I will have a cell phone with me or I will request a radio from Bow to Stern Boating to ensure communications with Bow to Stern Support.

## **Sailing Dinghy Specific Information**

1. The boat I am renting/chartering is allowed to sail in Smith and Greens Creek and under the bridge, staying inside the Oriental breakwaters, all while being very attentive to depths.
2. The boat I am renting/chartering is allowed to sail in the Neuse River within plain sight of the bridge only if the weather and conditions permit and I have received specific permission from the Bow to Stern Staff.
3. A lifejacket is required to be worn by all sailors at all times while sailing on any of Bow to Stern's sailing dinghies.
4. I will have a cell phone with me or I will request a radio from Bow to Stern Boating to ensure communications with Bow to Stern Support.

## **Small Keelboat Specific Information**

1. The boat I am renting/chartering is allowed to sail in Smith and Greens Creek and inside the Oriental breakwaters being very attentive to depths and boats in the anchorage.
2. If the weather and conditions permit and I have been approved by the Bow to Stern Staff, I can take this boat passed the Oriental Breakwaters and into the Neuse River.
3. If permitted to sail in the Neuse River, Bow to Stern Boating requires that the Oriental Bridge is kept in sight during rental/charter unless approved by the Bow to Stern Staff to go further.
4. What is your Tentative Float Plan?
5. I will have a cell phone or Vhf radio provided by Bow to Stern with me to ensure communications with Bow to Stern Support.

## **Large Keelboat Specific Information**

1. The boat is am renting/chartering will NOT FIT UNDER THE ORIENTAL BRIDGE. Do NOT attempt to go under or get near the bridge.
2. The boat is am renting/chartering is restricted to the Inland waters of the Neuse River and Pamlico Sound and their accessible tributaries, ICW south to Beaufort, and Cape Lookout ONLY via the Beaufort Inlet while staying within 3 miles of shore.
3. The boat is am renting/chartering is NOT allowed to access the Atlantic Ocean through the Ocracoke Inlet or any inlet in the Pamlico Sound.

## **Towing/Support Information**

1. Bow to Stern will provide boating assistance if it is within our capabilities and safe for all involved.
2. Bow to Stern's capabilities to assist is solely determined by Bow to Stern staff.
3. Bow to Stern does not provide physical support when a boat is outside a 6 mile radius from the boat's home port.
4. Bow to Stern STRONGLY recommends that the "Captain" obtain some type of towing plan to cover any expenses incurred for assistance that for any reason, Bow to Stern cannot provide.
5. Bow to Stern is not responsible for any expenses incurred for assistance provided by any other person or business.
6. I can sign up for a Boat U.S. membership with towing support prior to my charter by calling Deaton Yacht Service at 252.249.1180 between 8am and 5pm Monday through Friday. After hours, call Boat U.S. at 800.395.2628 or visit [www.BoatUS.com](http://www.BoatUS.com).
7. Membership and towing from Boat US will go into effect at midnight the day of the purchase. A membership number will be assigned immediately.

## **Boat Damage Deposit Policies**

1. Bow to Stern Boating reserves the right to collect all or part of the (\$Amount) Damage Deposit required to rent/charter the (Boat).
2. Regardless of the amount of Damage Deposit collected, I am responsible for and will pay for the first (\$Amount) in repairs to the (Boat) or other items that are damaged by my operation of the (Boat) during my rental/charter.
3. Bow to Stern Boating requires Credit Card Information to be kept on file during the Rental/Charter period.

## **Damage Deposit Amounts**

### **Kayak**

Solo or Tandem - \$200

### **Powerboat**

17 Key West - \$750

23 Sea Hunt - \$1200

23 Nautic Star - \$1400

36 Monk - \$13200

### **Sailing Dinghy**

Opti - \$500

Laser - \$500

FJ/420 - \$500

### **Small Keelboat**

19 Menger Cat - \$750

22 SailMaster - \$750

25 Cal - \$1100

28 Sabre - \$2200

32 Endeavour - \$1800

### **Large Keelboat**

34 Beneteau - \$5200

34 Cal - \$1800

34 Catalina - \$5300

36 Catalina - \$6200

40 Beneteau - \$7500

42 Catalina - \$11000

### **Catamaran**

38 Leopard - \$17500

42 Lagoon - \$17,000



# SUMMER CAMP INFORMATION AND POLICIES

## Registration Fees and Optional Add-Ons...

- Day Camp Fee: \$375/wk
- Required Day Camp Deposit: \$100/week
- Sibling Discount: \$25/wk for brothers/sisters in the same family.
- ASA 110 Small Boat Sailing Certification: \$50
- Lunch Program: \$30
- Harken Derm Sunscreen: 30.00

## All Sailors Must Provide Their Own...

- USCG approved Life Jacket that is sized appropriately - (Bow to Stern can provide a lifejacket if needed)
- Water shoes that fit appropriately (closed toe with heel strap, Crocs do not work well, and NO flip flops)
- Lunch each day unless you choose our lunch option which is provided by a local restaurant. (cooler/refrigerator space is not provided)
- Full (Re-Fillable) Water Bottle each day
- Sunscreen, Hat, and Sunglasses
- Clothes/bathing suit for when they are in the water and a towel

## Suggested Items

- Long-sleeve UV shirts work well for sailing and sun protection over a bathing suit
- Nylon pants or UV pants/leggings for use over a bathing suit
- Extra pair of shoes (A second pair that will not need to get wet but can be changed into during land activities)

**Sailor Check-In** will be done at the Bow to Stern Offices, located at [Bow to Stern Boating - 290 Blackwell Point Loop Rd, Oriental NC](#), and will include confirmation of payment and paperwork. The staff will also provide the sailor with a Bow to Stern Buff which provides sun protection as well as a face covering.

At 9:00am on Monday the staff will start with a small group meeting where introductions will be made along with general information and answering any questions. Parents are encouraged to stay for this initial meeting, especially if this is their first summer.

**Late Arrivals and Early Departures** - The camp day starts with instructional time and boat preparations and ends with putting up boats as well as a daily debrief. These are very important parts of the day in which each sailor needs to take part. If your sailor must arrive late or leave early, please let the Captains know ahead of time so that they can make arrangements.

**Parent Interaction** - We welcome you to watch your sailor learn new skills, challenge themselves, and learn to work as a team. If you would like to see them out on the water, contact one of the Captains and they will help you schedule a time to see them in action. You are also welcome to watch them while on shore. Please keep in mind that many times sailors may act differently while being watched. If this is the case, the staff may ask you to come back at a different time.

Each Friday the sailors travel to the Bean via camp boats for ice cream. We encourage you to come watch them arrive at TownDock. Check with the Captains Friday morning to get an ETA to TownDock.

**Picture Release** - By registering my sailor, I grant Bow to Stern Boating permission to use my sailor's likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.

**Payment Policy** - After you "sign-up" you will receive an invoice for the Day Camp Session(s) for which you have registered. A minimum \$100 deposit per week is required to confirm the reservation. The balance is due no later than one week prior to the start of the Sailor's week of camp. We recommend that you make all payments online via our online payment system. The camp week is not confirmed until the deposit is received. Emails for all payments will be sent to via email (to the Sailor's email entered at the time of registration) as confirmation of payment.

**Cancellation Policy** - A week of camp can be cancelled with more than 4 weeks notice for a full refund of any payments already made. Cancellations with less than 4 but more than 2 weeks notice from the start of camp will forfeit a \$50 registration fee. Cancellations after the required balance due date (two weeks prior to the start of the week of camp) will forfeit 50% of the Camp fee. Refunds are not provided for No-Shows.

Week(s) can be moved up to one week prior to the start of camp without penalty and with a \$25 change fee with less than a week notice.

**Inclement Weather Policy** - Cancellations with full refund or rescheduling without penalty is possible for any week that has unsafe weather for more than 50% of the class duration. Unsafe weather is defined as tropical storm/hurricane or unsafe sailing conditions (winds above 15kts in the creeks). We do not cancel for low winds, rain, or heat as we will have programming appropriate for the weather.

## **ASA CERTIFICATIONS / LESSONS INFORMATION AND POLICIES**

**STUDENT CHECK-IN** will be done at the Bow to Stern Offices, located at [Bow to Stern Boating - 290 Blackwell Point Loop Rd, Oriental NC](#), and will include confirming payment, paperwork, and equipment. The staff will also confirm lifejacket needs.

Once you have checked-in, we will introduce you to your instructor and they will get started with your class.

## **YOUR ACCOMODATIONS ...**

You are scheduled to stay on board the boat that your lessons will take place. Unless you have reserved a larger boat for your lessons, the following describes the boat where you will stay.

Bedding, pillows, and towels are not provided. Bedding can be sleeping bags or sheets. We recommend that if you bring sheets, you bring flat sheets.

*ASA 101* will be taught on our Cal 25s or something similar. They are basic boats that are equipped with lights, fans, and a marine or portable head. These boats do not have cooking facilities, running water, or refrigeration. Basic cooking equipment available on request (Colman cooktop).

*ASA 103* will be taught on one of our boats between 28' and 32'. They are equipped with lights, fans, and a "wet" head (shower sink and toilet all in the same space). They also have a stove and pressurized water, and ice box.

*ASA 104 and 106* will be taught on one of our 34' (104) or larger boats (106). These boats are equipped with a marine head, full galley, air conditioning/heat while at the dock, and a minimum of two cabins.

*ASA 114* will be taught on one of our catamarans. These boats are fully equipped and have 3 to 4 cabins.

Shore side bathroom facilities are also available at the marinas where all of the boats are located.

Food should be planned with the boat accommodations in mind. Please call with any questions.

## **How to Best Prepare for Your Lesson...**

[CLICK HERE TO GOTO THE ASA WEBSITE STORE](https://store.asa.com) (<https://store.asa.com>) and purchase the respective book(s) for your classes if you do not already have them. If possible, read through these and complete the sample tests at the end of each section in order to familiarize yourself with the material that is included in the certifications you are acquiring.

## **ASA's Brief Description of the Different Certifications...**

**Basic Small Boat Sailing (110)** - Learn to sail a centerboard or multihull sailboat in light to moderate winds and sea conditions. Learn basic sailing terminology, sail trim, points of sail, crew responsibilities, seamanship and safety including capsizes avoidance/recovery and navigation rules to avoid collisions.

**Basic Keel Boat (101)** - Learn to skipper on our 20' – 27' sloop-rigged keelboat by day, in light to moderate winds and sea conditions. Learn basic sailing terminology, parts and functions, helm commands, basic sail trim, points of sail, buoyage, seamanship and safety including basic navigation rules to avoid collisions and hazards.

**Basic Coastal Cruising (103)** - Learn to skipper a sloop-rigged auxiliary powered 25' to 35' keelboat by day in moderate winds and sea conditions. Learn cruising sailboat terminology, basic boat systems, auxiliary engine operation, docking procedures, intermediate sail trim, navigation rules, basic coastal navigation, anchoring, weather, safety and seamanship.

Bareboat Chartering (104) - Learn how to sail a sloop-rigged, auxiliary powered 30'-45' sailboat during a multi-day cruise upon inland/coastal waters in moderate/heavy winds and sea conditions. Learn about provisioning, boat systems, auxiliary engines, advanced sail trim, coastal navigation, anchoring / mooring, docking, emergency operations, weather, and more.

Cruising Catamaran (114) - Learn how to skipper an auxiliary-powered sailing cruising catamaran of approximately 30' to 45' in length during a multi-day liveaboard cruise upon inland or coastal waters in moderate to heavy winds (up to 30 knots) and sea conditions. Knowledge of catamaran structure, components and features, performance under sail and power, boat systems, seamanship and safety, heavy weather operation, and emergency response.

Coastal Navigation (105) - Learn the the navigational theory and practices for safe navigation of a sailing vessel in coastal and inland waters. On-water coastal navigation skills elements are contained in the ASA103, Basic Coastal Cruising, ASA 104, Bareboat Cruising, and ASA 106, Advanced Coastal Cruising, in progressively increasing levels of detail.

Advanced Coastal Cruising (106) - Learn to safely act as skipper and crew of a sailing vessel about 30 to 50 feet in length in coastal and inland waters, in any conditions.

Docking Endorsement (118) - Learn basic docking skills for boats with single inboard or outboard engines. Discover the basic theory and hands-on techniques needed to dock and undock boats in an efficient manner and without damage or injury.

# **LIABILITY WAIVER AND RELEASE**

**BOW TO STERN YACHT SERVICES, INC.  
AMERICAN SAILING ASSOCIATION ("ASA")  
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY,  
AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way in Bow to Stern Yacht Services, Inc., Bow to Stern, Inc. or ASA-certified Programs ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of sailing and other boating activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) SAILING and OTHER BOATING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Bow to Stern Inc., Bow to Stern Yacht Services, Inc., Pamlico Coastal Activities Council, ASA, ASA Certified Instructors, any of the preceding respective administrators, directors, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises or equipment on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

**MINOR RELEASE (if participant is under 18 years of age)**

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF SAILING AND OTHER BOATING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE

OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

**As PARTICIPANT and/or GUARDIAN, I agree to the following...**

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. THIS WAIVER AND RELEASE WILL BE INTERPRETED AND ENFORCED PURSUANT TO NC LAW.

By entering my name as PARTICIPANT and/or GUARDIAN, I agree to all of the above statements. If PARTICIPANT is under 18, GUARDIAN's name shall be entered as well.