

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Nutin Fancy Fishin, Ethics Inc, Sky Screamer Parasail, Parasail City and Sky's The Limit Watersports Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons and entities acting in any capacity on their behalf (here in after collectively referred to as "NESPS"). I hereby agree to release imdemnify and discharge NESPS on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows :

1. I acknowledge that parasailing and boating entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: slips and falls or being struck by the equipment on take off and landing; the forces of nature, including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; the risk of collision with objects or other watercraft, crashing; the risk of boat capsize and entrapment; the risk of prolonged exposure to cold water, hypothermia, cold shock, and accidental drowning; the risk of exposure to insect bites; travel in remote areas; illness in remote areas; aggressive and or poisonous marine life; risks, arm, shoulder, and or back injuries; my own physical condition; accidental drowning and the physical exertion associated with these activities. Furthermore, NESPS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in this activity.

3. I hereby voluntarily release, for ever discharge and agree to indemnify and hold harmless NESPS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of NESPS'S equipment or facilities, including any such claims which allege negligent acts or omissions of NESPS..

4. Should NESPS or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and cost.

5. I certify that I have adequate insurance to cover and injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I am willing to assume the risks of any medical or physical condition I may have. I assume full responsibility for any loss of personal property, (camera, glasses, shoes, etc.) and any costs associated with said loss.

6. In the event that I file a lawsuit against NESPS, I agree to do so solely in the state of Florida, and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of law rule of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against NESPS on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Sign _____ Print _____ Date _____

Sign _____ Print _____ Date _____

Sign _____ Print _____ Date _____

Sign _____ Print _____ Date _____

Sign _____ Print _____ Date _____

Sign _____ Print _____ Date _____