

**WAIVER, RELEASE, COVENANT NOT TO SUE AND HOLD HARMLESS  
AGREEMENT**

In consideration for receiving permission to rent and occupy the Island at Winter Harbor Beach House (Winter Harbor Haven, LLC), located at 103 Dock Court, Port Haywood, VA 23138, I do for myself, my heirs, executors, administrators and assigns hereby **RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO HOLD** all owners, heirs, **assigns**, trustees, officers, servants, agents, and employees of the Island at Winter Harbor Beach House (Winter Harbor Haven, LLC) , **FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURIES, INCLUDING DEATH**, that may be sustained by me during my stay. These terms also includes any official or unofficial activities I might participate in during my stay, such as, but not limited to, travel by any type of boat, watercraft, car, or any other means, whether rented from Winter Harbor Haven, LLC., or my own personal watercraft, to or from traveling from the dock to the Beach House located on the island during my stay; walking the docks; walking the boardwalks; loading/unloading boat(s); getting into and out of the boat(s); driving or otherwise operating and navigating the boat, etc.

Despite precautions, accidents and injuries can occur. I understand that travel and other aspects of renting The Island at Winter Harbor Beach House I may undertake may be potentially dangerous and that I may be injured and/or lose or damage personal property, and/or suffer financial loss as a result of participating in activities associated with renting The Island at Winter Harbor beach house. Therefore, **I ASSUME ALL RISKS RELATED TO THE RENTING THE ISLAND AT WINTER HARBOR BEACH HOUSE (WINTER HARBOR HAVEN, LLC.)** including but not limited to: Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury of any nature, whether severe or not, which may occur as a result of participating in the activities associated with renting The Island at Winter Harbor beach house (Winter Harbor Haven, LLC.); and death, injury or illness resulting from **travel by boat, car, or any other means to or from traveling from the dock to the Beach House located on the island or during my stay; walking the docks; walking the boardwalks; loading/unloading boat(s); getting in to and out of the boat(s); driving the boat, etc., activities previously unknown to me; conditions that may be affected by the weather and changes or deterioration of conditions over time;** and loss of my personal property during the rental.

I further acknowledge that the above list is not inclusive of all possible risks associated with renting The Island at Winter Harbor Beach House (Winter Harbor Haven, LLC.), and that I am aware of the risks involved whether described or not. **I further understand that participating in renting and occupying The Island at Winter Harbor Beach House (Winter Harbor Haven, LLC.) is an acceptance of the risk of injury, death and financial loss.** I hereby certify

that I have full knowledge of the nature and extent of the risks inherent in rental of The Island at Winter Harbor beach house (Winter Harbor Haven, LLC.) and the use of facilities, equipment, or services in association with renting The Island at Winter Harbor beach house (Winter Harbor Haven, LLC.), and that I am voluntarily assuming all risks, whether known or unknown. I acknowledge that I will not be supervised during the rental of The Island at Winter Harbor beach house (Winter Harbor Haven, LLC.).

I agree that my safety is primarily dependent upon my taking proper care of myself. I agree to make sure that I know how to safely participate in the activities of renting The Island at Winter Harbor Beach House (Winter Harbor Haven, LLC.), and I agree to observe any and all rules and practices that may be employed to minimize the risk of injury. I agree to wear or use proper protection or gear as dictated by local laws and statutes governing boats/watercrafts and water.

I acknowledge and represent that I have read the foregoing in its entirety; and that I understand it and sign it voluntarily as my own free act and deed.

**THIS IS A RELEASE AND WAIVER OF IMPORTANT LEGAL RIGHTS. PLEASE READ CAREFULLY BEFORE SIGNING. DO NOT SIGN IT UNLESS YOU FULLY UNDERSTAND WHAT IT MEANS.**

Signature: \_\_\_\_\_ \ (Parent's signature if under 18)

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_ *day/month/year*