



The Chippewa Tug

WAIVER AND RELEASE OF LIABILITY

READ CAREFULLY. In consideration of J Squared Investments WA, LLC and Chippewa Adventure, LLC furnishing services and/or equipment to enable me to participate in J Squared Investments WA, LLC and Chippewa Adventure LLC activities, tours, and programs, I agree as follows:

THERE ARE RISKS!

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and I will be exposed to these risks, dangers and hazards in my use of J Squared Investments WA, LLC and Chippewa Adventure LLC's equipment and my participation in J Squared Investments WA, LLC and Chippewa Adventure LLC's activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused any number of things, including but not limited to the negligence of the owners, employees, officers or agents of J Squared Investments WA, LLC and Chippewa Adventure LLC; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature and other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge the ocean waves or currents, weather, route location, hazards, water level, other vessels, risks of falling out of or drowning on the vessel or transferring to and from the vessel and such other risks, hazards and dangers that are integral to recreational activities, the ocean and/or use of equipment, including safety equipment. I hereby assume all risks and dangers and all responsibility for any losses and damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of J Squared Investments WA, LLC and Chippewa Adventure LLC, or by any other person. **J Squared Investments WA, LLC and CHIPPEWA ADVENTURE LLC ARE RELEASED FROM ANY LIABILITY.**

I, on behalf of myself, my personal representatives, and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify J Squared Investments WA, LLC and Chippewa Adventure LLC and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of J Squared Investments WA, LLC and Chippewa Adventure LLC's equipment or my participation in J Squared Investments WA, LLC and Chippewa Adventure LLC's activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of J Squared Investments WA, LLC and Chippewa Adventure LLC.

VENUE

The venue of any dispute that may arise out of this agreement or otherwise between the parties in which J Squared Investments WA, LLC and Chippewa Adventure LLC or its agents is a party shall be in a court in Tacoma, County of Pierce, State of Washington.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SUBMITTING AGREE TO ALL OF THE TERMS THEREIN. I UNDERSTAND THAT IF I DO NOT AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT THAT I WILL NOT BE ALLOWED TO PARTICIPATE IN OFFSHORE BLUE ADVENTURES ACTIVITIES AND PROGRAMS. BECAUSE I WANT TO PARTICIPATE IN THESE ACTIVITIES, IT IS MY INTENTION TO EXEMPT AND RELIEVE J Squared Investments WA, LLC and CHIPPEWA ADVENTURE LLC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

PASSENGER'S PRINTED NAME

SIGNATURE/DATE