

THE LAKE GEORGE PERFORMANCE WEEKEND

HOLD HARMLESS LIABILITY RELEASE, MEDIA RELEASE, AND INDEMNIFICATION AGREEMENT

Whereas undersigned individual is desirous of participating in The Lake George Performance Weekend event and are doing so entirely upon his or her own initiative, risk, and responsibility, I/we am/are completely aware of and accept the risk and hazards inherent in the operation and handling of power boats and the risks of traveling to and from events.

Now therefore, in consideration of participation in and/or observing The Lake George Performance Weekend event, with or without charge, the undersigned individually, and/or as a representative of an/or on behalf of his or her spouse, child, or ward, team hereby release, discharge and covenant not to sue The Village of Lake George, The Town of Lake George, The Lake George Park Commission, Warren County, The New York State Department of Environmental Conservation, Performance Marine, Poker Run Productions, LLC, the Members of the Lake George Performance Weekend Committee, its sponsors, and/or their agents, officers, servants, representatives, and employees of, from any and all liability, claims, demands, actions and all causes of action whatsoever arising from or related to any loss, damage, or injury, including fatal injury sustained while using, participating, traveling to or from and/or observing any of The Lake George Performance Weekend event whether or not caused by the negligence of The Village of Lake George, The Town of Lake George, The Lake George Park Commission, Warren County, The New York State Department of Environmental Conservation, Performance Marine, Poker Run Productions, LLC, the Members of the Lake George performance Weekend Event, its sponsors, or its employees, agents, officers, servants, representatives, participants, vessels or equipment.

This Release shall be binding upon the spouse, heirs, legal representatives, next of kin, executors, and administrators of each of the undersigned. In signing the foregoing Release, the undersigned acknowledges and represents that he/she has read the foregoing release and understands it and signs it voluntarily. The undersigned acknowledges and represents that he/she is at least eighteen (18) year of age and of sound mind; that he/she is legally sober from the effects of alcohol and drugs; that he/she has had the opportunity to have their counsel review this document prior to signing same, that he/she agrees to follow any and all instructions of The Village of Lake George, The Town of Lake George, The Lake George Park Commission, Warren County, The New York State Department of Environmental Conservation, Performance Marine, Poker Run Productions, LLC, the Members of the Lake George performance Weekend Committee, its sponsors, and that he/she is in good health, not suffering from any physical disability which might impair his/her mental faculties and/or boat handling and swimming capabilities.

I understand any boating and related activities are inherently dangerous and involve a risk of serious injury and death. Despite the risk of injury, I agree to expressly assume all risks of injury or death to me, my property and others while participating and/or observing activities associated with The Lake George Performance Weekend event. I understand there is an inherent danger and risk associated with the operation of power boats, which includes but is not limited to collision, spinning, ejection, rolling, sinking, and/or other violent actions which can result in injury or death to me and others. I further understand that there is no air borne, water based, or land based safety personnel or equipment and I am participating and/or observing at my own risk. The undersigned agrees to indemnify, defend and hold harmless The Village of Lake George, The Town of Lake George, The Lake George Park Commission, Warren County, The New York State Department of Environmental Conservation, Performance Marine, Poker Run Productions, LLC, the Members of the Lake George Performance Weekend Committee, its sponsors, and all of its subsidiaries, officers, directors, employees, agents and attorneys against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject as the result of participating, traveling to or from and/or observing any of The Lake George performance Weekend event and to reimburse The Village of Lake George, The Town of Lake George, The Lake George Park Commission, Warren County, the New York State Department of Environmental Conservation, Performance Marine, Poker Run Productions, LLC, the members of the Lake George performance Weekend Committee, its sponsors, and the indemnified persons for any legal or other expenses incurred by them in connection with any litigation, civil or criminal whether or not resulting in any liability.

All disputes, controversies or differences that may arise between the parties out of, or in relation to, or in connection with this agreement, shall be heard before a court of competent jurisdiction within Warren County, New York, and reasonable attorney's costs and fees shall be awarded to the prevailing party.

Media Release: In consideration of participating and/or observing The Lake George Performance Weekend event, here or known as the video, newsletter, DVD, T.V. show, or any other production as a result of participation in said event, I hereby acknowledge and I hereby grant to you have the universal and perpetual right to use, and to grant others the right to use, my actual or simulated likeness, photograph, voice, personal characteristics, personal belongings, (i.e. boat, trucks, haulers, motorcycles), and other personal identification in all manner and any and all media (whether not known or hereafter devised) whatsoever in, and in connection with, the video and any other productions.

I hereby release you from all liability and obligation to me or any and all nature whatsoever arising out of or in connection with the exercise of the rights granted above, including, without limitation, from any liability for violation of rights of privacy, publicity, defamation or any similar right.

I hereby indemnify you against all claims, liability and expense respecting this Release. I agree that I shall be entitled to no consideration as a result of the exercise of the rights granted herein and that you may rely upon this letter in preparing and exploiting the Video and any other production.

THE UNDERSIGNED FURTHER ACKNOWLEDGES that The Lake George performance Weekend event is not a race and that speed in no way determines the outcome of the Event, and hereby agrees to abide by any and all rules, directives, terms and conditions of the Event as set forth by any of the organizers and/or committee officials, either verbally or in writing, before or during the event.

IT IS FURTHER UNDERSTOOD that there will be a Zero tolerance policy for the consumption of any drugs or alcohol during this event. No alcohol in boats while boats are being operated. Each driver and passenger(s) agrees that they will not have consumed alcohol nor taken any illegal nor mind or reflex altering substances 6 (SIX) hours before this event and will not consume either while operating the boat. Use of such can and will result in immediate disqualification.

THE UNDERSIGNED FURTHER ACKNOWLEDGES that Personal Floatation Devices (PFD's/Life Jackets) are mandatory and are to be worn by all boat occupants during the event while each boat is being operated, and that lanyards attached to kill switches must be worn by drivers while boats are in motion during the event, that there will be no practice runs prior to the event, that the noise and speed exemptions apply ONLY to the designated Offshore Demonstration Course, that all boats must come to a complete stop when a black flag is waived by one of the Navigation Inspectors, that a Lake George Registration Permit will be acquired and appropriately displayed, and that all sealed facilities will be inspected and an inspection for invasive species will take place prior to launch.

THE UNDERSIGNED FURTHER AGREES to abide by all rules and regulations enforced by the law (Police, Lake George's Park Commission, and Sheriff) and to attend a mandatory drivers meeting with the event organizers and law enforcement prior to the event, and to provide written evidence of appropriate liability insurance prior to participating in the event

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representation, statements, or inducements apart from the foregoing written agreement have been made.

Please note this disclaimer must be signed and agreed to in order to participate in the event.

Captain's Name, Age and Signature

Passenger Name, Age and Signature

Passenger Name, Age and Signature

Passenger Name, Age and Signature