



LIABILITY WAIVER/RELEASE

In consideration of being allowed to access, use in any manner, or participate in any activity at, the South Seas (the “Resort”) including access, use and activities involving the marina and dock serving the Resort, and including participating in the South Seas Tarpon Tournament (the “Tournament”), I, the undersigned, on my behalf and/or on the behalf of _____ for whom I am the parent or legal guardian (herein collectively referred to as “I” or “me”), and our respective heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS WS SSIR Owner, LLC, Timbers South Seas Management, LLC, Folds Of Honor, and its respective employees, officers, directors, agents, members, shareholders, affiliates, investors, insurers, and representatives thereof (collectively, the “RELEASED PARTIES”) from any and all claims, demands, losses, damages and liability arising out of or in any manner related to any injury, harm, disability, damages, or death suffered by me, including any loss or damage to my property, WHETHER OR NOT ARISING FROM THE SOLE NEGLIGENCE OF THE RELEASED PARTIES, to the fullest extent permitted by law.

I recognize and acknowledge that there are inherent dangers and risks of participating in any activities at the Resort, including the Tournament, and from the use of any equipment or property in connection therewith, the ocean and pool including, but not limited to, swimming, floating, being submerged in water, kayaking, canoeing, paddle boarding, surfing, fishing, jet skiing, boating, involves the risk of physical injury and/or death. I acknowledge that life vests and/or floatation devices are strongly recommended, and failure to use such devices increases the risk of such activities. I acknowledge that rip tides/currents frequently occur, may result in injury or death, and are difficult to identify prior to entering in the ocean. I understand that participating in any activities including, but not limited to, running, golfing, sightseeing, cycling, can be hazardous, there are inherent dangers, and involve the risk of physical injury and/or death. I knowingly and freely assume all such risks.

I will comply with all terms and conditions, including with all written and verbal instructions provided, relating to the participation in all activities and use of the Resort’s equipment and/or property. I acknowledge that I will accept full responsibility for the care and use of the Resort’s equipment and/or property. I will be responsible for the replacement, at full retail value, of any equipment and/or property, either damaged or not returned to the Resort. I acknowledge my obligation to return any equipment or property by the agreed date in the same operational condition and agree to pay for any repairs or replacement in the event the equipment and/or property is damaged beyond normal wear and tear.

I authorize the Resort and its employees or representatives to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree that upon my transport to any such medical facility or hospital the RELEASED PARTIES shall not have any further responsibility for me and I shall indemnify, discharge, defend and hold harmless the RELEASED PARTIES of and from all claims, damages or costs incurred therein or associated therewith.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I, ON MY BEHALF AND ON BEHALF OF ANY MINOR CHILD AS TO WHOM I AM PARENT OR LEGAL GUARDIAN IDENTIFIED HEREIN, HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signed: _____

Print: _____

Date: _____