Chagnon Cottage — 33 Circle Beach Road, Madison CT 06445

Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement

PLEASE READ CAREFULLY AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING.

> *Note: We (the Chagnon Family) call this part of the agreement "the stupid things clause." We don't know if it's the sun or the lazy warm weather or too many beers that cause people to leave behind their common sense when they take a vacation, but this agreement is intended to protect you and your family, as well as our family's property. Remember, it's a beach and there is water and there are weather-related situations. Please use common sense when embarking in beach/water activities.*
> *And now, here is the legalese…*

Express assumption of risk associated with swimming, boating, kayaking, and beach/water activities

I _____do hereby affirm and acknowledge that I am fully aware of the inherent hazards and risks associated with swimming, boating, kayaking, and related beach/water activities at the premises and/or when using any cottage equipment, such as the cottage's kayaks. I fully understand that these risks can lead to severe injury and even loss of life. I also understand that if I or anyone in my party, including any of my visitors/guests, use the kayaks and/or other equipment provided at the Chagnon Cottage, they do so at their own risk. I further accept and expressly assume all risk, dangers and hazards that may arise from activities which could result in personal injury, loss of life and property damage to me.

Release of liability, waiver of claims, and indemnity agreement:

In consideration of renting the Chagnon Family Cottage as specified in the Rental Agreement, as well as the use of any of the facilities and the equipment of the below listed Releasees, I hereby agree as follows:

TO USE the kayaks and other equipment in a safe manner. That includes:
- Wearing life vests when kayaking.
- Having no more than one person in (or on) a kayak at a time.
- Refraining from using the kayaks during rough or high seas, storms, strong tides, or windy weather.
- Refraining from using the kayaks when intoxicated or under medication or any other substance that can impair judgement and motor coordination.
- Refraining from using the kayaks as toys or flotation "tubes," and use them only for kayaking.
- Refraining from entertaining the delusional idea that you are capable of kayaking 3.5 miles across the Sound's turbulent currents to Faulkner's Island lighthouse or to any of the outcroppings in between.
- Refraining from kayaking into any of the large rocks or outcroppings in the Sound.
- Supervising all persons under 21 years of age when they use the kayaks.
- Storing the kayaks on the kayak rafters under the stairs when not in use to prevent them from being washed away during high tides or from being stolen.
- Storing the paddles and life vests near or on the shower wall hooks under the cottage.

TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive with the exception of intentional, wanton or willful misconduct that I may have in the future against any of the owners of the Chagnon Family Cottage (hereafter referred to as Releasees).

TO RELEASE the Releasees, their officers, directors, employees, representatives, agents, volunteers, heirs, executors, or assigns from liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs, executors, or

assigns may have for personal injury, property damage or wrongful death arising from swimming, boating, kayaking, and related beach/water activities, whether caused by active or passive negligence of the Releasees or otherwise with the exception of gross negligence. By executing this document, I agree to hold the Releasees harmless for any injury or loss of life which may occur to me or anyone in my party or my visitors/guests.

By entering into this agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut, United States of America.

If any provision, section, subsection, clause or phrase of this release is found to be unenforceable or invalid, that portion shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable portion had never been contained in this document.

I hereby declare that I am of legal age and am competent to sign this Agreement and am in complete understanding and concurrence with this agreement.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.

Tenant #1

Printed Name_____ Signature _____ Date _____

Tenant #2

Printed Name_____ Signature _____ Date _____