

AGREEMENT TO RELEASE, HOLD HARMLESES, INDEMNIFY AND DEFEND

This Agreement is made between **Venture Sports Incorporated** (hereinafter collectively called OWNER), and _____ (hereinafter collectively called CHARTERER), for the yacht _____, for all persons boarding and using this yacht and its accessories.

WHEREAS, the parties wish to predetermine risk and responsibility for any damages, injuries or losses which might occur in connection with boarding and the yacht and its accessories,

WHEREAS, the OWNER provides the yacht to the CHARTERER in consideration for CHARTERER'S agreement to the terms herein,

THEREFORE, the parties agree as follows:

1. The CHARTERER agrees to release, hold harmless, indemnify and defend the OWNER from any and all liabilities for damages, injuries or death of the CHARTERER and CHARTERER'S family, employees, invitees, agents, contractors, and subcontractors, which may occur or be caused while these persons are on or around the yacht and its accessories.
2. The CHARTERER agrees to release, hold harmless, indemnify and defend the OWNER from any and all liabilities for damage or losses to personal property of the CHARTERER and CHARTERER'S family, employees, invitees, agents, contractors, and subcontractors, which may occur or be caused while such property is on or around the yacht.
3. This release, hold harmless, indemnity and defense agreement shall apply even in the event of negligence of the OWNER, since the parties herein agree to allocate their risks and provide insurance for their own protection.
4. The CHARTERER agrees not to conduct any modifications or destructive activities to the yacht without specific prior written consent of the OWNER.
5. The CHARTERER agrees to be responsible to the OWNER for any damages to the yacht and its accessories due to activities of the CHARTERER and CHARTERER'S family, employees, invitees, agents, contractors, and subcontractors, which may occur or be caused while said persons are conducting activities on and around the yacht.
6. The parties agree that the prevailing party shall be entitled to recover legal fees and expenses, through appeal, in the event that any legal action is required to enforce the terms of this Agreement, including mediation or arbitration.

CHARTERER (Name, Date, Signature of each person boarding or using the yachts and its accessories; *If needed, use an additional page for other names*):

Signature _____
Name: _____
Date: _____

Signature _____
Name: _____
Date: _____

Signature _____
Name: _____
Date: _____

Signature _____
Name: _____
Date: _____

Signature _____
Name: _____
Date: _____

Signature _____
Name: _____
Date: _____

Please FAX completed form(s) to David Koster, Venture Sports Inc. at 305-443-6756.