



PO Box 293 Bridgeton, NC 28519

WAIVER OF LIABILITY and INDEMNIFICATION AGREEMENT

FOR AND IN CONSIDERATION of the agreement of FAIRFIELD HARBOUR YACHT CLUB, LTD (the "Club") to allow the undersigned to participate in Club activities and to use Club facilities pursuant to the Charter, Bylaws, Rules and Regulations of the Club and for the good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby, unconditionally and irrevocably, agrees as follows:

- (a) TO ASSUME ALL LIABILITY AND RISK OF LOSS OR DAMAGE with respect to the person and property of the undersigned and of the undersigned's invitees and guests, which arises, in whole or in part, out of any activity, program, or function participated in or sanctioned or sponsored, in whole or in part, by the Club; and
- (b) TO INDEMNIFY AND HOLD HARMLESS the Club, its members, officers, directors, employees, governors and agents for any and all claims, demands, liabilities, actions and proceedings which arise out of, in whole or in part, ANY NEGLIGENT ACT OR OMISSION by the Club, and/or the undersigned (or the undersigned's invitees and guests) while participating in any activity, program or function participated in or sanctioned or sponsored, in whole or in part, by the Club.

IN TESTIMONY WHEREOF, the undersigned has signed and sealed this instrument this

_____ Day of _____, 20_____

(Signature of Member or Participant 1)

(Printed Name)

(Signature of Member or Participant 2)

(Printed Name)