

Releasor(s) acknowledge(s), understand(s) and agree(s) that boarding, riding in, and exiting from the Vessel and otherwise participating in or observing the Charter Fishing Activities are dangerous activities which, despite all reasonable precautions, carry risks of serious and permanent bodily injury or death, as well as damage to or loss of personal property and possessions. Some of the potentially dangerous conditions to which Releasor(s) may be exposed while entering, exiting and occupying the Vessel and participating in or observing Charter Fishing Activities include, but are not limited to: motion sickness (being sea sick); sun burn, sun poisoning, dehydration and sunstroke; salt water spray that could damage personal electronic devices; injuries from fishing rods, lines, hooks, rigs, outriggers, harnesses, knives and gaffs; entanglement with anchors, ropes, anchor lines, chains and nets; slipping and falling on wet and slippery decks, steps, ladders, gunwales and railings; the presence of falling, sliding or shifting objects; bad weather (e.g., wind, rain, lightning, high seas, and large and unpredictable waves); falling overboard; drowning; unpredictable encounters with dangerous marine and amphibian life (whether on the Vessel or in the water); fire onboard the Vessel; dangerous wakes created by other watercraft; collisions with other watercraft, shoals, or objects in the water; sinking or capsizing of the Vessel; and injuries from moving propellers.

PRIMARY RELEASOR, ON HIS OR HER OWN BEHALF AND ON BEHALF OF ALL SECONDARY RELEASORS NAMED BELOW, WITH FULL KNOWLEDGE AND UNDERSTANDING OF ALL ASSOCIATED RISKS AND DANGERS, INCLUDING, BUT NOT LIMITED TO, THOSE ABOVE-LISTED, HEREBY VOLUNTARILY ASSUMES THE RISK OF EACH AND ALL OF SAME, AND DOES, TO THE FULLEST EXTENT PERMITTED BY LAW, NOW FULLY, FINALLY AND FOREVER RELEASE, HOLD HARMLESS AND INDEMNIFY ANGRY PELICAN CHARTERS, ITS OWNERS, AGENTS, INSURERS, EMPLOYEES AND CONTRACTORS (THE "RELEASEES"), FROM AND AGAINST ANY AND ALL LIABILITIES, SUITS, CLAIMS, DAMAGES, DEMANDS, LOSSES, COSTS, EXPENSES, AND FEES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND RELATED TO ANY PROPERTY LOSS OR DAMAGE, BODILY INJURY, PAIN, MENTAL OR PHYSICAL ANGUISH OR SUFFERING, LOSS OF LIFE'S ENJOYMENT, LOST INCOME OR LOST CAPACITY TO EARN, DISABILITY, DISFIGUREMENT, DEATH, OR ANY OTHER ELEMENT OR TYPE OF DAMAGE, HARMS OR LOSSES WHATSOEVER THAT MAY BE SUSTAINED BY THE RELEASORS, RELEASORS' FAMILIES, OR THOSE CLAIMING BY OR THROUGH RELEASORS, RELATED IN ANY WAY WHATSOEVER TO THE USE AND OCCUPANCY OF THE VESSEL OR THE PARTICIPATION IN THE CHARTER FISHING ACTIVITIES. PROVIDED, HOWEVER, THIS RELEASE SHALL NOT RELEASE, INDEMNIFY OR HOLD HARMLESS ANY RELEASEE FROM ACTIONS OF A RELEASEE WHICH ARE WILLFUL, INTENTIONAL, DELIBERATE AND MALICIOUS. UNDER NO CIRCUMSTANCE WILL ANGRY PELICAN CHARTERS, ITS OWNERS, AGENTS, INSURERS, EMPLOYEES AND CONTRACTORS BE HELD LIABLE FOR MONEY DAMAGES IN EXCESS OF THE PRICE OF THE TRIP.

Any and all claims and disputes related to the Vessel, the Charter Fishing Activities, or this Release shall be determined by North Carolina law, without regard to its conflicts of law provisions. The venue for determining any such disputes shall be in the appropriate division of the North Carolina State General Courts of Justice seated in Brunswick County, NC.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT: (1) I HAVE HAD AN OPPORTUNITY TO READ, AND HAVE READ, THIS ENTIRE DOCUMENT; AND (2) I UNDERSTAND AND VOLUNTARILY AGREE ON MY OWN BEHALF AND ON BEHALF OF ALL SECONDARY RELEASORS NAMED BELOW TO BE BOUND BY ALL THE TERMS HEREOF.