

**Boarding Agreement with Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

**Waiver:** The undersigned, in consideration of being granted permission to enter, board, ride aboard, or in any other manner use, and/or inspect any vessel, property, and/or equipment of J. F. Brennan Company, Inc. (or any of its affiliated or related companies, including, but not limited to Brennan Marine, Inc.), does hereby **release, waive, and discharge** J. F. Brennan Company, Inc., its affiliated or related companies, and its or their directors, officers, employees, insurers, contractors, attorneys, consultants, and/or agents (collectively "Brennan"), from liability for any and all claims, demands, actions, and causes of action whatsoever, resulting from personal injuries or death, accidents, illnesses (including death), property loss, and/or property damage sustained by the undersigned or by the property of the undersigned, **including those caused in whole or in part by the negligence of Brennan**, that arise out of the undersigned's presence near or upon the vessel, property, or equipment of Brennan and/or any vessel or property leased to, owned by, or under the control or supervision of Brennan (collectively, the "Brennan Vessel or Property").

**Assumption of Risks and Personal Responsibility:** The undersigned is duly and fully aware of the substantial risks of serious injury involved and hazards connected to the undersigned's presence on the Brennan Vessel or Property, including but not limited to possible dangers associated with unstable docks, piers, and walkways, exposed electrical wiring, components, fixtures, and equipment, collisions, sinkings, slips, falls, and risks resulting from being exposed to falling into the water, and hereby voluntarily elects to enter the same, knowing that the condition of the Brennan Vessel or Property is, will be, or could be hazardous or dangerous during the time the undersigned is at, in, or upon the Brennan Vessel or Property. The undersigned voluntarily assumes full responsibility for all risks of loss, damage, or injury, including death, that may be sustained by the undersigned, or damage or injury to the property of the undersigned. The undersigned understands that the undersigned's presence in, at, or upon the Brennan Vessel or Property is purely voluntary and elects to participate despite, and with full knowledge of, all inherent risks associated with such presence in, at, or upon the Brennan Vessel or Property.

The undersigned understands that the undersigned is always solely responsible for the undersigned's health and safety. The undersigned agrees to take full responsibility for the undersigned's safety when the undersigned is in, near, and/or upon the Brennan Vessel or Property, regardless of whether the undersigned is or may be deemed to be under the supervision of Brennan.

**Indemnification and Hold Harmless:** The undersigned agrees (a) to INDEMNIFY AND HOLD HARMLESS Brennan from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, whether caused by the negligence of Brennan, or the unseaworthy or otherwise dangerous or defective condition of the Brennan Vessel or Property or otherwise, including attorney's fees, brought as a result of the undersigned's presence in, at, or upon the Brennan Vessel or Property and (b) to reimburse Brennan for any such expenses incurred as a result thereof.

**Severability:** The undersigned agrees that the foregoing Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (this "Release") is intended to be as broad and inclusive as is permitted by the law of the State where the undersigned is aboard the Brennan Vessel or Property and that if any portion thereof is held or deemed to be invalid, it is agreed that the balance shall continue in full legal force and effect.

**Scope and Governing Law:** It is the undersigned's intent that this Release shall bind the members of the undersigned's family, spouse, heirs, assigns, executors, administrators, and personal representatives, and shall be deemed as a release, waiver, discharge, and covenant not to sue Brennan. The undersigned hereby agrees that this Release shall be construed in accordance with the laws of the State where any incident occurs or the General Maritime Laws of the United States.

**Acknowledgement of Understanding:** The undersigned has read this Release, fully understands its terms, and understands that the undersigned is giving up substantial rights, including the right to sue. The undersigned acknowledges that the undersigned is signing this Release freely and voluntarily; no oral representations, statements, or inducements, apart from this Release, have been made; the undersigned is at least eighteen (18) years of age and fully competent; and the undersigned executed this Release for full, adequate, and complete consideration, fully intending to be bound by it.

**BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE READ, FULLY UNDERSTAND, AND AGREE TO THIS RELEASE AND ITS EFFECT.**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_