

GENERAL RELEASE

THIS GENERAL RELEASE IS EXECUTED ON THE _____ DAY of _____ 2012.

WHEREAS, the undersigned intends to participate in any training/seminar ("SEMINAR"), sponsored by Newport Boats ("Newport") in 2012 and

WHEREAS, the undersigned understands and acknowledges that the sponsorship by NEWPORT is solely Advisory and that NEWPORT does not assume any responsibility for the personal injury, death, or property damage to the undersigned, his boat, or guest, and

WHEREAS, the undersigned is totally responsible for his navigation, safety of himself and his passengers, and property damage or loss of his boat or equipment, or damage to third parties boat or equipment.

NOW THEREFORE, in consideration of the undersigned being allowed to participate in SEMINAR the undersigned covenants and warrants as follows:

1. The undersigned and for his heirs, executors, administrators, does hereby remise, release, acquit, satisfy and forever discharge NEWPORT, of and from all manner of action and actions, causes of action, suits, debts, claims and demands whatsoever, in law, or in equity, which he or his heirs, executors, or administrators may have or may accrue at a later date against NEWPORT, resulting from his or his guest death, injury or damage in any manner whatsoever during SEMINAR Including but not limited to the following:
 - a. Any injury or death, resulting to him, or his passengers and guest:
 - b. From any damage or theft to his boat or equipment, including that resulting from anchoring out or docking at marinas suggested by NEWPORT.
 - c. Any damage, injury, or death resulting from personnel of NEWPORT boarding the undersigned's boat for purposes of repair or maintenance throughout SEMINAR
2. It is fully understood by the undersigned that he has full responsibility for his boat, equipment, and persons on board and that any advise or suggestions given by NEWPORT or any of its personnel are advisory only and that the decision as to whether to venture forth, anchor out, or to berth at any marina is solely that of the undersigned and that he is responsible for ultimately deciding his course, whether weather conditions permit passage, the docking of the vessel, and all other aspects involving this participation in SEMINAR
3. The undersigned further remises, releases, acquits and satisfies and discharges NEWPORT from any action and actions, cause and causes if action, suits, death, claims and demands whatsoever, in law or in equity, resulting from any personal injury, debt, or property damage to his boat or equipment caused by any other boat participating in SEMINAR
4. The intention of this GENERAL Release is to be as broad as possible absolving NEWPORT from any liability to the undersigned during SEMINAR Whether caused by NEWPORT or any third party, regardless of whether the said third participating in SEMINAR
5. The undersigned does hereby agree to indemnify and hold harmless NEWPORT from any cause or causes of action, debts, claims and demands whatsoever in law or equity, asserted against NEWPORT by any person on board the undersigned's boat during SEMINAR, and in the event that such action or cause of action is filed against NEWPORT does agree to pay all of NEWPORT'S reasonable expense in defending said suit or claim, including reasonable attorney fees and paralegal costs.
6. The undersigned do hereby state that the persons signing this General Release hold all of the ownership interest in the boat participating in SEMINAR Any reference herein to gender shall include all genders.

PRINT NAME

SIGNATURE

DATE