# **WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK,

COVENANT NOT TO SUE, AND HOLD HARMLESS AGREEMENT**

Effective January 1, 2026, in consideration for being permitted to rent, occupy, and use **Hudge-Park Island on Chesapeake Bay at Winter Harbor Beach House** (the "Property"), managed and operated by **Winter Harbor Haven, LLC. ("WHH")**, the undersigned ("Guest"), for themselves and on behalf of their heirs, executors, administrators, assigns, and all members of their rental party, hereby **RELEASES, WAIVES, DISCHARGES, COVENANTS NOT TO SUE, AND AGREES TO HOLD HARMLESS** Winter Harbor Haven, LLC., its owners, officers, employees, agents, contractors, and affiliates from **any and all claims, liabilities, demands, actions, causes of action, damages, losses, costs, or expenses**, including but not limited to **personal injury, illness, death, or property damage**, arising out of or related to the rental, occupancy, or use of the Property.

## ASSUMPTION OF RISK

The Guest understands and acknowledges that renting and occupying the Property involves **inherent risks**, including but not limited to:

- Boat-only access to and from the Property
- Travel by boat or watercraft, whether owned, rented, or operated by WHH or the Guest
- Tides, water depth changes, weather conditions, and marine hazards
- Walking on docks, boardwalks, bulkheads, porches, stairs, and uneven surfaces
- Loading and unloading boats and personal belongings
- Swimming, kayaking, and other water-related activities
- Wildlife, insects, bacteria, and environmental conditions
- Remote location with limited emergency access

The Guest **voluntarily assumes all risks**, whether known or unknown, foreseeable or unforeseeable, associated with the rental, use, and occupancy of the Property.

## BOATING & WATERCRAFT RISKS ACKNOWLEDGMENT

I understand and acknowledge that the rental and use of boats and watercraft, whether provided by Winter Harbor Haven, LLC. or owned or operated by guests, involves inherent risks, including but not limited to tides, shallow water, submerged objects, weather conditions, equipment malfunction, operator error, and collision. I voluntarily assume all risks associated with boating and watercraft use. I acknowledge that U.S. Coast Guard–approved life jackets are provided with the WHH skiff rental and that I am responsible for ensuring proper fit and use in accordance with all state and federal laws, including requirements for minors. I understand that failure to wear or properly use safety equipment increases the risk of serious injury or death. I understand and agree to comply with all posted vessel safety rules, including passenger and weight capacity limits, and acknowledge that exceeding such limits significantly increases the risk of injury or death. I acknowledge that boating in low-light or nighttime conditions presents increased hazards, including limited visibility and navigation risks.

## ACKNOWLEDGMENT OF RESPONSIBILITY

The Guest acknowledges that they and their party will **not be supervised** during their stay and agrees that **personal safety is the responsibility of each guest**. The Guest agrees to exercise reasonable care, follow all house rules and safety guidelines, and comply with all applicable local, state, and federal laws, including boating and water safety regulations.
The Guest agrees to wear and use appropriate safety gear as required by law and understands that WHH and its staff **do not provide instruction, supervision, or safety oversight**.

## MINORS

If the Guest is signing on behalf of any **minor children**, the Guest represents and warrants that they are the **legal parent or guardian** of such minor(s) and agrees to all terms of this Waiver on the minor's behalf. This Waiver shall be binding upon all minor guests in the rental party.

**PROPERTY LOSS AND DAMAGE**

The Guest understands and agrees that WHH is **not responsible** for loss, theft, or damage to personal property belonging to the Guest or their party.

**GOVERNING LAW & VENUE**

This Waiver shall be governed by and construed in accordance with the laws of the **Commonwealth of Virginia**. Any legal action arising from or related to this Waiver or the rental of the Property shall be brought **exclusively in a court of competent jurisdiction within the Commonwealth of Virginia**.

**SEVERABILITY**

If any provision of this Waiver is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

# ACKNOWLEDGMENT AND ACCEPTANCE

The Guest acknowledges that they have **read this Waiver in its entirety**, fully understand its terms, and sign it **voluntarily and knowingly**. The Guest understands that by signing this document, they are **giving up substantial legal rights**, including the right to sue.

**THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.**
**PLEASE READ CAREFULLY BEFORE SIGNING.**

**This agreement must be executed by the primary renter and all required guests prior to check-in.*