GENERAL RELEASE AND WAIVER

*THIS AGREEMENT* : (“The Agreement”) is made as of the Roy Hazen of the FINTASTIC located in Cabo San Lucas Mexico Marina Releasee to Releasor may be referred to as the Party or Parties.

***RELEASORS INFORMATION:***

Date:

Name:

Address:

City:

State:

Zip Code:

Country:

***WHEREAS,*** in return for the consideration described below, Releasor desires and wishes to release from liability the Releasee and its successors and assigns from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands of expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including but not limited to attorney’s fees, court costs and expert fees) claimed by anyone by reason of injury or damage to persons or property sustained in or around the activity or event described below as a proximate result of the acts or omissions of the Releasee, its agents, successors and assigns or arising out of the operation or actions of the Releasee upon or about the activity or event described below except when such liability may result from the sole negligence of the Releasee, its officers, directors, agents, servants, and /or employees; provided however, that upon the filing of any claim with the Releasor for damages arising our of incidents for which the Releasee herein agrees to hold the Releasor harmless, then and in that event the Releasor shall notify Releasee of such claim and Releasee shall have the right to settle, compromise and /or defend the same.

***DESCRIPTION OF ACTIVITY***

***REPRESENTATION ON AUTHORITY OR PARTIES / SIGNATORIES***

Each party signing this Agreement represents and warrants that s / he is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

***MODIFICATION OF AGREEMENT***

This Agreement may be supplemented, amended, and / or modified only by and through the mutual agreement of all parties. No supplement or modification of this Agreement shall be binding unless done so in writing and signed by all parties this Agreement.

***GENERAL WAIVER***

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

***ENTIRE AGREEMENT***

This is the entire Agreement between the aforementioned parties. It replaces and supersedes and all oral Agreements between the parties, as well as any prior writings.

***ENFORCEABILITY, SEVERABILITY AND / OR REFORMATION***

In the event that any covenant, provisions and / or restriction is found by a court of competent jurisdiction to be unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall enforced as if such provision was not included.

In the event that any court determines that any of the covenants, provisions or restrictions to be excessive in duration or scope or to be unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

***GOVERNING LAWS***

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Texas applicable to contracts made and to be wholly performed within such state, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in Texas shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

***JURISDICTION AND VENUE***

This Agreement is to construed pursuant to the current laws of the State of Texas. In the event that any dispute shall arise under or in connection with the agreement or related to any matter which is the subject of the Agreement shall be subject to the exclusive jurisdiction of the state and / or federal courts located in Texas.

***THE UNDERSIGNED HAVE READ, UNDERSTAND AND ACCEPT THIS AGREEMENT,*** and by signing this Agreement, all parties agree to all of the aforementioned term, conditions, and polices.

Roy Hazen Releasor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Releasee Print Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Releasee Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_