

State of Rhode Island

Rev.01

General Release

This General Release ("Release") is made by the undersigned ("Releasor") and The Surf Shack Bed and Breakfast, LLC, at 83 Narragansett Ave, Narragansett, RI 02882 ("Releasee").

- 1. Releasor and anyone claiming on Releasor's behalf releases and forever discharges Releasee and its affiliates, successors, officers, employees, representatives, partners, agents and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which Releasor has or ever had or may in the future have against Releasee or any of the Released Parties arising out of or relating to any injury, damage to personal property, bodily harm or any other harm to person or property that occurs as a result of the use of the property or facilities located at 83 Narragansett Ave, Narragansett, RI, 02882 or use of amenities offered by Releasee that include, but are not limited to, bicycles, helmets, surf boards beach chairs or any other items. ("Claims").
- 2. This Release shall not be in any way construed as an admission by the Releasee that it has acted wrongfully with respect to Releasor or any other person, that it admits liability or responsibility at any time for any purpose, or that Releasor has any rights whatsoever against the Releasee.
- 3. This Release shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. Releasor has the authority to release the Claims and has not assigned or transferred any Claims to any other party. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of Rhode Island.
- 4. Both parties represent they fully understand their right to review all aspects of this Release with attorneys of their choice, that they have had the opportunity to consult with attorneys of their choice, that they have carefully read and fully understand all the provisions of this Release and that they are freely, knowingly and voluntarily entering into this Release.



RELEASOR

NAME			
ADDRESS			
Signature of Releasor		 Date	