

**JAMES TRANSPORTATION, LLC D/B/A JAMESFLEET
GUEST RELEASE AGREEMENT**

FOR AND IN CONSIDERATION of James Transportation, LLC d/b/a JamesFleet., and its affiliated companies, (hereinafter "JAMES") allowing me to enter on to the real property leased and/or controlled by JAMES, including any or all of the vessels (or the tow of those vessels) under its care and control, the real property under its care and control, use of the vehicles under its care and control, or access to any other facilities, non-powered barges, or areas for which JAMES is responsible (hereinafter the "Premises") I, _____, and for my heirs, successors and assigns, do hereby **RELEASE AND DISCHARGE** JAMES, and/or any Vessels, their owners, shareholders, members, operators, charterers, employees, representatives, agents, insurers, volunteers, directors, officers and underwriters and any affiliated or subsidiary companies (hereinafter collectively referred to as "Released Parties") from any claim for injuries or damages that I may sustain while on the Premises or aboard any vessel, whether or not any such injuries or damages were caused in whole or in part, by negligence on the part of Released Parties and/or the seaworthiness of the Vessels or any action or inaction of Released Parties. I further understand that, in entering the Premises or boarding the Vessels, I will assume the risk of any injuries or damages received and agree that no claim will be made against any of the Released Parties for any injuries or damages I may sustain as a result of entering the Premises or boarding the Vessels or that otherwise result from my presence on the Premises or aboard the Vessels or association with the Released Parties.

I further agree not to sue Released Parties and to indemnify, hold harmless and defend Released Parties from any loss, costs (including attorneys' fees), liability, damages and claims made against any of them resulting from or alleged to have resulted from, in whole or in part, my association with the Released Parties, including my presence on the Premises, my boarding or disembarking of the Vessels, or my presence aboard the Vessels.

I understand, warrant and represent that, in my entering the Premises or boarding the Vessels, I do so not as an employee, agent or representative of the related parties or for any reason or in any way associated with work on the Premises as an employee or independent contractor of JAMES or aboard the Vessels as a crew member of the Vessels, but rather for my own personal purposes. My presence at JAMES Premises or aboard its Vessels has no commercial value to JAMES and my presence inspecting the Vessels or other property on the Premises will result in no pecuniary gain to JAMES beyond that which it was already entitled to receive. JAMES Premises and the Vessels it fleets are not intended for public gathering or passage and the auction inspection agreed to by JAMES is a special circumstance for which the facility cannot be made to be entirely without risk.

I am aware of the dangers and risks associated with entering the Premises (including specifically, but not limited to, trips, slips, and falls), boarding, disembarking and being aboard the Vessels, including bodily injury, permanent disability, paralysis and death. These dangers and risks may be caused by my actions or inactions, the actions of others participating in the activities with me, the condition in which the actions take place, or the negligence of the Released Parties. I am aware of my experience and capabilities and believe I am qualified, in good faith, and in proper physical condition to participate in these activities. I understand that participating in activities described herein while under the influence of alcohol and/or drugs is prohibited, and I agree that I am not under the influence of alcohol or drugs.

As additional consideration for me being allowed to enter the Premises and board and/or travel aboard the vessels, I will have been provided and will have read all safety rules and regulations applicable to being aboard vessels such as the vessels. I further agree that I will abide by and observe such safety rules and regulations.

I further agree that this release agreement shall be interpreted according to the General Maritime law of the United States to the extent such law is applicable. In all other instances, this release agreement shall be interpreted according to the laws of the State of Kentucky. Any provision hereof which is unenforceable under any laws applied to the interpretation or enforcement of this release agreement by any jurisdiction, shall be severable from this release agreement and the remaining provisions hereof shall be given effect to the benefit of the released parties.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP (ON BEHALF OF MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS) SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signed: _____

Printed Name: _____

Dated: _____