

**ACKNOWLEDGEMENT, ASSUMPTION OF RISK, WAIVER, RELEASE AND
INDEMNITY**

**THIS ACKNOWLEDGEMENT, ASSUMPTION OF RISK, WAIVER, RELEASE,
AND INDEMNITY** dated 3/13, 2015

By: KARL HENRY

[REDACTED]

(Print Name and Address)

(the undersigned, together with all of the past, present and future directors, officers, managers, employees, subcontractors, representatives and agents of the undersigned, are hereinafter referred to, collectively, as "I", "me" or "my") in favor of the Indemnified Persons (as defined below).

WHEREAS, I desire to be engaged as a vendor, supplier and/or an independent contractor of one or more of Nautilus, Inc., LSJE, LLC, IGO Company, LLC, Jeffrey Epstein, and/or other corporations, limited liability companies or entities affiliated with any of the foregoing (hereinafter referred to as "you" or "your"), to provide services and/or provide and/or install products, materials, machinery, equipment for, on or with respect to the property located at and known as Little St. James Island (the "Property"), all as more particularly described on Exhibit A hereto (the "Work"); and

WHEREAS, my actions in connection with such engagement, my travel to and from the Property and my physical presence on the Property may cause me to engage in Inherently Dangerous Activities (as defined below) and expose me to Inherently Dangerous Conditions (as defined below); and

WHEREAS, as a material inducement and an express condition precedent for you to consider me for such engagement, and to so engage me, and in consideration of any such engagement that I may obtain from you, I have agreed to assume the risk of, to waive, and to Release, indemnify and hold harmless the Indemnified Persons (as defined below) from and against, any and all past, present and future claims in any way arising out of, related to or connected with, any and all past, present and future damage and/or destruction to personal property, any and all past, present

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and future personal injuries, and/or my death in connection with such engagement, my past, present and future travels to and from the Property, my past, present and future physical presence on the Property, my past, present and future exposure to any and all Inherently Dangerous Conditions, my past, present and future participation in any and all Inherently Dangerous Activities or any other past, present and future acts or omissions on or with respect to the Property;

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by me, I, intending to be legally bound, hereby agree as follows:

1. **ACKNOWLEDGEMENT.** I understand and acknowledge that the Property, including, but not limited to, its pathways, roadways, docks, riprap, buildings, structures, improvements, landscape, topography, hardscape, ponds, falls, shores, surrounding waters, and other features, both natural and man made, may contain defects, both hidden and obvious, and "attractive nuisances," vegetation, animals and other conditions ("Property Conditions"), and that there are used on the Property tools, equipment, machinery, chemicals, and other materials as a material part of the conduct of normal operations on the Property ("Property Equipment and Materials"), and that such Property Conditions and Property Equipment and Materials may be dangerous to my person and property ("Inherently Dangerous Conditions"). I further understand and acknowledge that in connection with my present and future engagement, my past, present and future travel to and from the Property, and my past, present and future physical presence on the Property, I may have been and may be required to engage in activities that exposed or will expose me to such Property Conditions, and required or may require my use of such Property Equipment and Materials, and that such activities may be dangerous to my person or property ("Inherently Dangerous Activities"). I further acknowledge, agree and represent that I fully understand the nature of the Inherently Dangerous Conditions previously, presently or hereafter on the Property and the nature of any Inherently Dangerous Activities that I have undertaken or may undertake, and that I am in good health and in proper physical condition to bear the risk of exposure to such Inherently Dangerous Conditions and to engage in any such Inherently Dangerous Activities. I further agree that it is and shall be my sole responsibility to, and I shall, obtain and maintain my own liability insurance policies for the work, naming you as an additional insured, in such amounts as we shall mutually agree, and I have obtained and shall obtain and maintain workman's compensation insurance for my employees, in such amounts and with such coverages as are required by law, to insure against past, present and future damage and destruction to personal property, and past, present and future personal injury or death to my subcontractors and direct and indirect employees who have provided or may hereafter provide the Work.

2. **ASSUMPTION OF THE RISK.** I fully understand that (a) my present and future engagement by you to provide the Work, my past, present

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and future travel to and from the Property, my past, present and future physical presence on the Property, my past, present and future exposure to any Inherently Dangerous Conditions and my past, present and future engagement in any Inherently Dangerous Activities INVOLVES RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death ("Dangers"); (b) these Dangers may have been or may be caused by my own actions or inactions, the actions or inactions of others, the conditions existing at the time that the Dangers occur, or the negligence of one or more Indemnified Persons; and (c) there are or may be other risks, damages and losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH DANGERS AND RISKS AND ALL RESPONSIBILITY FOR ALL LOSSES, COSTS, AND DAMAGES that may have been and may hereafter be incurred by me as a result of or in connection with the Property, my present or future engagement by you to provide the Work, my past, present and future travel to and from the Property, my past, present and future physical presence on the Property, my past, present and future exposure to any Inherently Dangerous Conditions and my past, present and future engagement in any Inherently Dangerous Activities. I fully understand and agree that I HAVE BEEN, AM AND SHALL BE FULLY RESPONSIBLE FOR MY OWN SAFETY WHILE ON THE PROPERTY. I expressly agree to assume the risk and liability that I have suffered or may suffer, directly or indirectly, injury, including, but not limited to, total loss or destruction, to my property or personal injury, including, but not limited to serious bodily harm or death, whether due to some Inherently Dangerous Condition, Inherently Dangerous Activity or otherwise, whether known or unknown to you, or any owner, shareholder, member, director, officer, manager, supervisor, employee, representative, attorney, contractor or agent of you (you, together with all such owners, shareholders, members, directors, officers, managers, supervisors, employees, representatives, attorneys, contractors and agents of you, collectively, the "Indemnified Persons"), whether disclosed or not disclosed to me, and whether or not caused by any act of negligence of any Indemnified Person, as long as such acts do not constitute willful and wanton misconduct.

3. **CAREFUL INSPECTION.** I agree, represent and warrant that I will carefully consider and inspect each Inherently Dangerous Condition to which I am exposed and each Inherently Dangerous Activity in which I take part, and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify you in writing regarding the same and will not take part in such unacceptably hazardous or dangerous activity until the condition has been corrected.

4. **WAIVER AND RELEASE OF CLAIMS.** I hereby waive, and release, acquit and forever discharge each and all of the Indemnified Persons from all liability for, any and all past, present and future claims, demands, losses, or

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damages previously, now or hereafter arising out of, relating to, or connected with, the Property, my present and future engagement by you to provide the Work, my past, present or future travel to and from the Property, my past, present or future physical presence on the Property, my past, present or future exposure to any Inherently Dangerous Conditions and my past, present or future engagement in any Inherently Dangerous Activities, including, but not limited to, any and all claims, demands, losses, or damages for past, present and future loss or destruction, to my property or for any past, present and future serious bodily harm or death, and including, but not limited to, any and all claims, demands, losses or damages arising out of the past, present and future negligence of any of the Indemnified Persons (hereinafter referred to as "Released Claims").

5. **COVENANT NOT TO SUE.** I hereby expressly covenant not to sue or initiate, prosecute, participate in or otherwise pursue any claim or cause of action against any of the Indemnified Persons arising out of or relating to any Released Claim, whether past, present or future.

6. **INDEMNIFICATION.** To the fullest extent permitted by law, I shall defend, indemnify and hold harmless each and all of the Indemnified Persons from any and all claims, actions and/or damages in any way arising out of, relating to, or connected with any and all matters, whether past, present or future, within the scope of any Released Claims, whether such claims, actions and/or damages are asserted by me or any third parties, including, without limitation, for past, present and future bodily injury and property damage, as well as for attorneys fees and costs of you. This indemnity shall constitute a waiver of any immunity conferred by any applicable workers compensation laws.

7. **ADDENDA.** I shall cause each and every one of the subcontractors of the undersigned and each and every one of the direct or indirect employees of the undersigned who may provide the Work to agree in writing to be subject to, and bound by, the provisions of this instrument for the benefit of the Indemnified Persons, as if such subcontractor or employee was an original signatory hereto, by signing an Addendum in the form of Exhibit B attached hereto.

8. **THIRD-PARTY BENEFICIARIES.** I hereby acknowledge and expressly agree that the provisions of this ACKNOWLEDGEMENT, ASSUMPTION OF RISK, WAIVER, RELEASE, AND INDEMNITY shall be fully enforceable against me by any of the Indemnified Persons, each of whom is hereby expressly deemed to be an intended third-party beneficiary hereof.

9. **GOVERNING LAW.** This ACKNOWLEDGEMENT, ASSUMPTION OF RISK, WAIVER, RELEASE, AND INDEMNITY shall be governed by, and construed in accordance with, the laws of the United States Virgin Islands, applicable to contracts

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executed and to be performed entirely therein without application of any principles of conflicts of laws.

[SIGNATURE ON THE NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year first above written.

Name: KARL HENRY

Name and Title, if any, of Authorized Signatory:

Signature: 