

**CHARTER FISHING OR DIVING COMPLETE LIABILITY RELEASE**

**I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH CHARTER FISHING AND DIVING, including, but not limited to equipment failure, perils of the sea, acts of other participants and adverse sea weather conditions, and I HEREBY ASSUME SUCH RISKS.**

**I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE OF MY OWN SAFETY AND I AGREE TO DO SO.**

**I assert that I am physically fit to fish or diving, and ride on a boat and will not hold ACTION OUTDOORS, ITS OWNERS, CAPTAINS OR CREW MEMBERS responsible if I am injured as a result of ANY problems (medical accidental or otherwise) which occur while fishing, diving, or riding on the boat or otherwise participating in the trip.**

**I fully understand the involved boat has limited medical facilities and that in an event of an illness or injury, appropriate medical care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I agreed in advance to these conditions.**

**The participating Charter Boat and its owner(s) HAVE MADE NO REPRESENTATIONS TO ME, IMPLIED OR OTHERWISE, THAT THEY OR THEIR CREW CAN OR WILL PERFORM SAFE RESCUES OR RENDER FIRST AID. IN THE EVENT I SHOW SIGNS OF DISTRESS OR CALL FOR AID, I would like assistance and will not hold ACTION OUTDOORS, ITS OWNERS, CAPTAIN, CREW MEMBERS or passengers responsible for their actions in attempting the performance of rescue or first aid.**

**I agree to forever discharge and release ACTION OUTDOORS, ITS OWNERS, CAPTAINS OR CREW MEMBERS from any and all responsibility or liability for any and all injuries or damages. I agree NOT to make a claim against or sue any of the parties for the injuries or damages where they arise or result from any NEGLIGENCE or other liability. I further specifically agree on behalf of myself my heirs and assigns to indemnify and hold harmless the released parties for any and all causes of action arising as a consequence of any incidents which might occur as a consequence of my participate in any Charter Fishing or Diving Activity with or involving the released parties.**

**I have read this agreement, understand it, and agree to be bound by said agreement, from this date forever into the future.**

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