

Sail Jax Charters Liability Waiver, Assumption of Risk and Indemnity Form

All passengers on Sail Jax Charters must review and agree to the following. Each passenger must submit the signed form before being admitted on the yacht. Signed forms can be emailed to boggs@sailjaxcharters.com or turned in upon boarding the vessel.

Please carefully read this document.



1. I, the undersigned, understand that yachting and boating have significant, inherent and potentially unforeseen risks. By signing below I, on behalf of myself, spouse (if any), children (if any), heirs, executors, administrators, and representatives, hereby fully and unconditionally release, waive, forever discharge Sail Jax Charters LLC and any and all of its owners, members, employees, agents, volunteers, officers, personnel, representatives, affiliates, successors and assigns (referred to hereafter, individually and collectively, as "Sail Jax Charters") from, and agree not to sue Sail Jax Charters for, any and all liabilities, rights, claims, demands, lawsuits, actions, responsibilities, obligations, duties, disputes, and damages of any kind or nature, whether known or unknown, arising out of or related to my entry upon and use of any and all yachts, boats, vessels or other property owned or under the control of Sail Jax Charters and/or arising out of or related to any participation in any and all charter event(s) of Sail Jax Charters and other services of Sail Jax Charters, whether relating to or occurring prior to, during, or after boarding, using or entering upon any yachts, boats, vessels or other property owned or under the control of Sail Jax Charters or whether relating to or occurring prior to, during or after participating in any charter event or using any other service of Sail Jax Charters, or at any other time or during any other activity or occurrence of any kind or nature whatsoever. Furthermore I agree not to assert any claim or action against Sail Jax Charters on account of, arising out of or in connection with any and all personal injuries, including but not limited to serious bodily harm or death, nor on account of, arising out of or in connection with any losses or damages to me or my property, that arise out of or are related to my entry upon and use of any and all yachts, boats, vessels or other property owned or under the control of Sail Jax Charters and/or arising out of or related to my participation in the charter event(s) or use of any other Sail Jax Charters services; and I hereby assume all risks of injury, death, loss or damage to my person or property related to any of the foregoing. I fully understand that all charter event(s) may carry risk and I voluntarily participate in them with full knowledge that there is risk of personal injury, property loss and/or death. Swim at your own risk.
2. I agree that I am personally responsible for my safety and actions boarding and while aboard the charter. I agree to comply with all policies and rules, including but not limited to all policies, guidelines, and signage, captain and crew instructions. Because the yacht charter is used by other individuals, I recognize that I am at potential risk of contracting COVID-19 and other contagions. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue Sail Jax Charters from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 and other contagions while participating in any activity while on or around the charter.
3. I agree to indemnify, defend, and hold harmless Sail Jax Charters from and against any and all claims, damages, causes of action, judgments, costs or expenses, including attorney's fees, which in any way arise from my entry and activities (whether authorized or unauthorized) upon and use of any and all yachts, boats, vessels or other property owned or under the control of Sail Jax Charters and/or

arising out of or related to any participation in any and all charter event(s) of Sail Jax Charters and other services of Sail Jax Charters.

4. I give consent to Sail Jax Charters to release photos, videos and audio of me including but not limited to social media channels, website and brochures. I recognize that released information may be subject to re-disclosure not in control of the company and not protected by federal and state privacy laws. I understand I may request to stop further release of photos, videos and audio of me by writing the company directly. My request will not apply to already released information, printed and/or electronically posted. If applicable I waive both ownership interest to any materials developed and authority to inspect or approve the finished materials prior to their release or publication.
5. By signing below I acknowledge and represent that (1) I have read all of the foregoing, understand the foregoing, and sign voluntarily as my own free act and deed; (2) I am sufficiently informed about the risks involved so that I can make an informed decision to sign or not sign this document; (3) no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; (4) I am at least eighteen (18) years of age and fully and legally competent; and (5) I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Liability Waiver, Assumption of Risk and Indemnity shall be governed by and construed in accordance with Ohio law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement as a whole.
6. PARENT/GUARDIAN WAIVER FOR MINORS (under 18 years old) By signing below, I as the parent and/or guardian of the undersigned minor or ward acknowledge that I am, in fact, acting in such capacity and that I consent to my child or ward's participation in any and all charter Events, and agree, for the undersigned minor or ward and for myself, that I have read this Liability Waiver, Assumption of Risk and Indemnity and that it is agreed to and fully binding upon the undersigned minor or ward. I have fully read and understand this Liability Waiver, Assumption of Risk and Indemnity and I agree, individually and on behalf of my child or ward, to each and every of its terms and conditions and other provisions.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS INSTRUMENT, HAD TIME TO CONSULT WITH AN ATTORNEY AND HAVE DONE SO OR CHOSEN NOT TO DO SO, AND THAT I AM VOLUNTARILY ASSUMING RISK, RELEASING SAIL JAX CHARTERS FROM LIABILITY, AGREEING TO HOLD SAIL JAX CHARTERS HARMLESS, AND WAIVING RIGHTS AND CLAIMS, ALL AS SPECIFICALLY SET FORTH ABOVE:

Print name:

— CHARTERS —

Signature:

Parent/Guardian Signature if under 18 years old:

CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT

IN CONSIDERATION of being permitted to participate in the charter/rental provided by **Sail Jax Charters**ⁱ for myself and/or any minor children for whom I am the legal parent/guardian or otherwise responsible, and for my/our heirs, personal representatives, or assigns:

ACKNOWLEDGEMENT OF RISKS

I fully acknowledge that some, but not all of the risks of participating in the charter in which I am about to engage may include (1) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (2) any sense of balance, physical condition, ability to operate equipment, swim and/or follow directions; (3) collision, capsizing, sinking or other hazard which result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning; (4) the presence of and/or injury, illness or death resulting from insects, animals and marine life forms; (5) equipment failure, operator error, transportation accidents; (6) heat or sun related injuries or illness, including sunburn, sunstroke or dehydration; (7) fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of an accident; (8) slippery decks and/or steps when wet; (9) **[specific activities to be listed that are not mentioned above]**.ⁱⁱ

Initials ⁱⁱⁱ _____

I specifically acknowledge that I have been given instructions/training in the safe use of the type of equipment used during this charter to my complete satisfaction, I understand them fully and I am physically/mentally able to participate in the charter which I am about to engage.

Initials _____

I understand that past or present medical conditions may be contraindicated to my participation in the charter/rental. I affirm that I am not currently suffering from a cold or congestion or have an ear infection. I affirm that I do not have any infectious disease or illness (e.g., COVID or similar variants). I affirm that I do not have a history of seizures, dizziness, or fainting, nor a history of heart conditions (e.g., cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems (e.g., emphysema or tuberculosis). I affirm that I am not currently suffering from back, spine and/or neck injuries. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities.

Initials _____

CONTRACTUAL/EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I fully agree to assume all responsibility for all the risks of the **[Sail Jax Charters]**^{iv} to which I am about to engage, whether identified above or not (I FULLY UNDERSTAND THAT I UNDERTAKE EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAME BELOW). My/Our participation in the charter is completely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible. This responsibility that I assume on my behalf and that of my minor children, or those children for whom I am legally responsible, extends to any bodily injury, accidents, illnesses, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while we participate in the activity. I COMPLETELY UNDERSTAND AND AGREE TO ACCEPT ALL RESPONSIBILITY ON BEHALF OF MYSELF AND MY MINOR CHILDREN, OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE, EVEN IF THESE INJURIES, DEATH, OR LOSS OF PERSONAL PROPERTY ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW.

Initials _____

This Agreement shall be governed by the laws of **the United States of America**.^v Any legal action relating to or arising out of this agreement against or with respect to **Sail Jax Charters**^{vi} shall be commenced exclusively in **The United States of America**. Any legal action relating to or arising out of this Agreement against or with respect to any of it **Sail Jax Charters** affiliated or related companies shall be commenced exclusively in the **Duval County Clerk of Courts**^{vii}. I agree that I will reimburse in full any attorney fees incurred by the assured or their Insurers to defend any legal action under this agreement.

I HEREBY RELEASE **SAIL JAX CHARTERS**^{viii}, THEIR AFFILIATED AND RELATED COMPANIES, THEIR PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, THEIR INSURERS, AND EACH AND EVERY LANDOWNER, MUNICIPAL AND/OR GOVERNMENTAL AGENCY UPON WHOSE PROPERTY AND ACTIVITY IS CONDUCTED, AS WELL AS THEIR INSURERS, IF ANY, EACH AND EVERY CRUISELINE OR COMPANY WHO FACILITATED PARTICIPATION AND/OR PURCHASE OF TICKETS, OR FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY, PROPERTY LOSS OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AS WELL AS OTHER PERSONS AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY, EVEN IF CAUSED BY MY NEGLIGENCE OR BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).

Initials _____

I have read this assumption and acknowledgement of risks and release of liability agreement I understand fully that it is contractual in nature and binding upon me personally. I further understand that by signing this document I am waiving valuable legal rights including any and all rights I may have against the owner, the renter/charterer, the operator named above, or their employees, agents, servants or assigns. I FULLY AGREE IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE CHARTER TO HOLD HARMLESS AND INDEMNIFY THE OWNER, THE OPERATOR NAMED ABOVE OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS FOR ANY INJURY WHICH MAY BEFALL ME, MY MINOR CHILDREN OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE (INCLUDING DEATH).

Print Name: ^{ix}		Date of Birth:	
Address:		Email:	
Signature:		Date:	

To be completed by the Parent/Guardian of any participant under 18 years of age.

Minor Name: ^x		Minor Date of Birth:	
Address:		<u>Parent/Guardian Name:</u>	
Parent/Guardian Signature:		Date:	

ⁱ Insured's name will be the name as detailed on the policy including any DBA names. I.e. Fred Smith DBA Freddie's Fishing Trips.

ⁱⁱ Include any risks specific to your business that are not included above in 1-8.

ⁱⁱⁱ Participants must initial each section throughout the document.

^{iv} This will include the name of the Charter/Rental if it has one. i.e. Freddie's Fish Adventures if there is no name Charter/Rental can remain.

^v This is the country as detailed on the policy.

^{vi} Assured's name will be the name as detailed on the policy including any DBA names. I.e. Fred Smith DBA Freddie's Fishing Trips.

^{vii} Please state the court, for your locality e.g. Circuit in and for Miami-Dade County Florida/Western District of New York.

^{viii} Insured's name will be the name as detailed on the policy including any DBA names. I.e. Fred Smith DBA Freddie's Fishing Trips.

^{ix} Each and every participant must sign and initial the release and complete the details. One document for each participant.

^x If a participant is below 18 years of age a parent/guardian must complete the details.