



LOWER KEYS OFFSHORE ADVENTURES

Participant Release, Assumption of Risk & Waiver of Liability

680 Barry Avenue, Little Torch Key, FL 33042 | (863) 595-5939 | lk.offshoreadventures@gmail.com

PARTICIPANT INFORMATION

Full Legal Name:	_____	Date of Birth:	_____
Home Address:	_____	City / State / ZIP:	_____
Phone Number:	_____	Email Address:	_____
Emergency Contact Name:	_____		
Emergency Contact Phone:	_____	Relationship:	_____

CHARTER DETAILS

Charter Date:	_____	Charter Package / Duration:	_____	
Captain / Vessel Name:	_____	Departure Location:	_____	
Trip Type:	<input type="checkbox"/> Offshore Fishing	<input type="checkbox"/> Nearshore Fishing	<input type="checkbox"/> Snorkeling / Diving	<input type="checkbox"/> Boat Charter / Sightseeing

ASSUMPTION OF RISK

I, the undersigned, acknowledge and fully understand that participation in fishing charters, snorkeling excursions, offshore boating, and all related maritime activities offered by **Lower Keys Offshore Adventures** involves inherent risks, hazards, and dangers that cannot be eliminated regardless of the care taken to avoid injuries. These risks include, but are not limited to:

- Sudden changes in weather, sea conditions, high winds, heavy swells, and other unpredictable natural forces;
- Capsizing, grounding, collision, or mechanical failure of the vessel;
- Injury from fishing equipment including hooks, rods, lines, gaffs, knives, and other tackle;
- Seasickness, dehydration, heat exhaustion, sunburn, and other environmental health conditions;
- Injury during water entry or exit, while snorkeling, or while swimming near the vessel;
- Marine wildlife encounters including but not limited to sharks, rays, jellyfish, and barracuda;
- Slipping, falling, or sustaining injury on the deck of the vessel;
- Risks associated with areas remote from emergency medical services.

I voluntarily and knowingly assume all such risks, both known and unknown, and accept full responsibility for any injury, illness, death, or property damage that may result from my participation in these activities.



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MEDICAL DECLARATION & HEALTH CONDITIONS

I certify that I am in good physical health and am not aware of any physical condition, disability, or medical condition that would endanger myself or others during this activity. I understand that I am solely responsible for disclosing any medical conditions that may affect my safe participation.

Do you have any medical conditions we should be aware of?

Yes No

If yes, please describe:

Known allergies (including medications):

RELEASE & WAIVER OF LIABILITY

In consideration of being permitted to participate in activities organized and operated by **Lower Keys Offshore Adventures**, its owners, officers, employees, agents, captains, crew members, guides, and representatives (collectively, "Released Parties"), I, on behalf of myself, my heirs, executors, administrators, and assigns, hereby:

RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Released Parties from and against any and all liability, claims, demands, actions, or causes of action whatsoever arising out of or related to any loss, damage, injury, or death that may be sustained by me while participating in any activity, or while on or near the premises or vessel used in connection with Lower Keys Offshore Adventures, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

I further agree to **INDEMNIFY AND HOLD HARMLESS** the Released Parties from any loss, liability, damage, or cost, including court costs and attorney fees, that they may incur due to my participation, whether caused by negligence or otherwise.

This Release and Waiver shall be binding upon my heirs, executors, administrators, legal representatives, successors, and assigns. If any provision is found unenforceable, the remaining provisions shall continue in full force and effect.

CHARTER POLICIES & PARTICIPANT ACKNOWLEDGMENTS

Life Jackets: All passengers must wear a U.S. Coast Guard-approved PFD when instructed by the Captain. Non-compliance may result in removal from the vessel.

Captain's Authority: The Captain's decisions on vessel operations, navigation, safety, and weather are final. All participants must follow the Captain's instructions at all times.

Alcohol & Substances: Moderate alcohol consumption is permitted at the Captain's discretion. Participants appearing intoxicated may be denied boarding or removed from the vessel.

Fishing Licenses: Lower Keys Offshore Adventures holds valid U.S. Coast Guard charter and fishing licenses. Participants are covered under the vessel's charter fishing license while on board.

Catch Policy: All fishing is subject to FWC regulations and federal guidelines. Bag limits, size requirements, and seasonal restrictions will be strictly followed.

No Guarantee of Catch: Fishing success depends on weather, season, and fish behavior. No guarantee is made regarding the quantity or species of fish caught.

Photography & Media: Lower Keys Offshore Adventures may photograph or record participants for marketing use. Participation constitutes consent unless otherwise requested in writing prior to the charter.

Cancellation Policy: Cancellations must comply with booking terms provided at reservation. Weather cancellations are at the sole discretion of the Captain.

Children: Participants under 18 must have this waiver signed by a parent or legal guardian, who assumes full responsibility for the minor.

Governing Law: This agreement is governed by Florida law. Disputes shall be resolved in Monroe County, Florida.



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ACKNOWLEDGMENT & AGREEMENT

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE DOCUMENT, THAT I UNDERSTAND ITS TERMS AND CONDITIONS, THAT I AM SIGNING FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE, AND THAT I INTEND FOR MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I further understand that this is a binding legal contract and that if I do not agree to these terms I should not sign this document and should not participate in this activity.

Participant Signature: _____ **Date:** _____

Printed Name: _____

FOR PARTICIPANTS UNDER 18 — PARENT / LEGAL GUARDIAN SECTION

I am the parent or legal guardian of the minor participant named above. I have read, understood, and agree to all terms and conditions of this waiver on behalf of the minor and myself. I accept full responsibility for the minor's participation in all activities.

Guardian Signature: _____ **Date:** _____

Guardian Printed Name: _____

Relationship to Minor: _____

FOR OFFICE USE ONLY

Waiver Received By: _____ **Date Received:** _____ **Charter #:** _____