

Assumption of Risk and Complete Release of Liability

Boat Passenger(s) Waiver – Rising Tides Adventures, LLC

I UNDERSTAND THAT THE PURPOSE OF AGREEING TO THIS DOCUMENT IS TO EXEMPT AND RELEASE “RISING TIDES ADVENTURES, LLC”, THEIR EMPLOYEES, AGENTS, AND ASSOCIATED PERSONNEL, AND THEIR BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED), HEREINAFTER REFERRED TO AS “RELEASED PARTIES”, AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR AND OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE. BY ACCEPTING THIS AGREEMENT, AS THE BOOKING POINT PERSON, YOU ASSUME THE RESPONSIBILITY OF SHARING THIS INFORMATION WITH ALL MEMBERS OF YOUR PARTY THAT WILL BE ONBOARD AND THAT THEY HAVE ACCEPTED AND WILL COMPLY WITH THE TERMS OF THIS AGREEMENT IN ITS ENTIRETY.

1. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH BOATING AND BOATING RELATED ACTIVITIES, including but not limited to equipment failure, perils of the sea, harm caused by marine creatures (including bites), acts of fellow participants, entering and exiting the water, boarding, sun exposure or disembarking boats, and activities on the docks and I HEREBY ASSUME ALL SUCH RISKS.

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

3. I assert that I am physically fit to ride on a boat, and I will not hold the Released Parties responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) which may occur while the boat is underway, at anchor, or other activities while riding on the boat, or otherwise participating in the trip.

4. I will request a personal flotation device (PFD) at any time while underway or at port if I feel unsure of my abilities. I acknowledge that not doing so will constitute a violation of safety rules and procedure for which I expressly assume the risk. Passengers under the age of 13 will be encouraged to wear a PDF while the vessel is underway.

5. I fully understand that the involved boat has limited medical facilities and that in the event of 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 agree in advance to these conditions. Passengers with prescribed pharmaceuticals due to a medical condition(s) are encouraged to have these medications with them at the time of their charter.

6. The Released Parties have made no representation 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 the Released Parties, their crew, boats, or passengers responsible for their actions in attempting the performance of rescue or first aid.

7. IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTIO TO EXEMPT AND RELEASE ALL RELEASED PARTIES AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH BOATING AND BOATING ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENT OR ORGANIZATION OF THIS ACTIVITY.

8. I have carefully read this contract in its entirety, fully understand its contents, and agree to the terms and conditions of this contract on behalf of my heirs, my personal representatives, and myself. This document constitutes the final and entire agreement between the Released Parties and the undersigned. There are NO WARRANTIES expressed or implied, which extend beyond the description of the activity listed on this form. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.

I have read this agreement, am aware that it is a release of liability and a contract between the Released Parties, myself as well as the passengers I have included in my outing with the Released Parties. I agree to it of my own free will and agree to be bound by it, from the date of my acceptance, and forever into the future.