

Waiver and Release of Liability Assumption of Risk and Indemnity Agreement THIS

FORM IS TO BE USED FOR ALL Waterports including Scalloping, snorkeling and ecotourism

(EVENT, ACTIVITY, OR TRIP)

In consideration of permitting me, _____ (PARTICIPANT'S NAME) to engage in a watersport activity and/or extreme fishing or participate in related operations conducted by _____ (CAPTAIN'S NAME) through the facility of _____ (FISHING CHARTER NAME) in the city of _____ in the County of _____, and State of FL. beginning on the _____ day of (month) _____, 20 _____, I, for myself, my personal representatives, heirs and next of kin:

HEREBY acknowledge that I hereby certify, acknowledge and agree to the following: I HEREBY affirm that I am a licensed fisherman/fisherwoman, under the control and supervision of a certified USCG Captain, that I have contracted for an extreme fishing trip, and that I thoroughly understand the hazards of extreme fishing including but not limited to those hazards occurring while fishing, wading, scalloping, swimming, at anytime while onboard or in the water and during boat travel to and from the fishing site. I understand that these hazards include, but are not limited to, drowning, motion sickness, vessel running aground and or striking objects in the water, being injured by close proximity to and/or while handling sea life, slipping or falling while on board, being cut or struck by a boat while on board or in the water, and injuries occurring while getting on or off a boat.

HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE _____, its facility, the captain, or any of its officers, agents or employees (the Releasees) FROM ALL LIABILITY TO MYSELF, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH, NOW AND FOREVER, ARISING OUT OF OR RELATED TO PARTICIPATION AND/OR INSTRUCTION IN SAID COURSE, ACTIVITIES, OR ANY OTHER RELATED OPERATIONS THAT MAY OCCUR, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, now and forever, arising out of or related to participation and/or instruction in said course, activities, or any other related diving operations, whether foreseen or unforeseen and whether caused by the negligence of the Releasees or otherwise, I HEREBY SEPARATELY agree to INDEMNIFY and SAVE and HOLD HARMLESS the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of or related to participation and/or instruction in said course, activities, or any other related diving operations, whether caused by the negligence of the Releasees or otherwise.

I affirm that I am in good mental and physical fitness for boating, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contradictory to boating. If I am taking medication, I affirm that I have seen a physician and have approval to participate in a boating activity while under the influence of the medication/drugs. effect.

I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I have had the opportunity to personally discuss with the captain the potential dangers incidental to engaging in the activity of snorkeling/scalloping and related operations.*

Participant's Name _____ ▲ (PLEASE PRINT) _____ ▲ (SIGNATURE REQUIRED)

Witness _____ Date _____

As parent or guardian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Releasees. Additionally, I understand the risks of injury while snorkeling or scuba diving and have had the opportunity to personally discuss the diving activities or instructional program with the dive leader prior to commencement of the minor child's snorkeling or scuba activities.*

Mother's Name _____ ▲ (PLEASE PRINT) _____ ▲ (SIGNATURE) _____ Date _____

Father's Name _____ ▲ (PLEASE PRINT) _____ ▲ (SIGNATURE) _____ Date _____

Guardian's Name _____ ▲ (PLEASE PRINT) _____ ▲ (SIGNATURE) _____ Date _____

* NOTE: This Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement is to be signed by the minor child as a participant, as well as by one or both parents or the guardian.