

LOOSE CANNON

TOURS.COM

LOOSE CANNON BOAT CHARTER & TOURS – LIABILITY WAIVER AND PHOTOGRAPHY RELEASE

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

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

I assert that I am physically fit to ride on a boat and I will not hold the owners of the vessel, LOOSE CANNON BOAT CHARTER & TOURS or their employees, agents or other associated personnel responsible if I am injured as a result of ANY problems (medical, accidental or otherwise) which occur while on their boat or otherwise participating in the trip.

I fully understand that the vessel "Loose Cannon, Jus Chillin or Jus Chillin II" has limited medical facilities and that in the event of illness or injury, appropriate 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.

I hereby declare that I am over the age of 18, and that I can therefore legally drink alcohol, failing which I will advise the company's representative so that they can ensure that I am not served alcohol while on the boat tour..

LOOSE CANNON BOAT CHARTER & TOURS and vessel "Loose Cannon, Jus Chillin or Jus Chillin II", 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 LOOSE CANNON BOAT CHARTER & TOURS or vessel "Loose Cannon", their crew or passengers responsible for their actions in attempting the performance of rescue or first aid.

I understand that on this boat outing or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by LOOSE CANNON BOAT CHARTER & TOURS, producers, sponsors, organizers, and assigns. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I agree to forever discharge and release LOOSE CANNON BOAT CHARTER & TOURS, vessel "Loose Cannon, Jus Chillin or Jus Chillin II", its employees and agents, the owner(s) LOOSE CANNON BOAT CHARTER & TOURS, vessel "Loose Cannon", and affiliates, 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 above parties for injuries or damages whether they arise or result from any NEGLIGENCE or other liability, EVEN IN CASES OF GROSS NEGLIGENCE. 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 participation in any activities with or involving the released parties.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE, FOREVER INTO THE FUTURE.

Date (this release is not intended expire): _____ Signature: _____

Print name: _____ Phone: _____ Email _____