

## WAIVER & RELEASE AGREEMENT

This is a release of liability and waiver of certain legal rights In consideration for my being permitted to participate in the activities of **FISHING**, I agree to the following Waiver and Release: At time of online booking by checking the agreement box, you agree to all terms, secondly by signing the online waiver sent to you after booking you are consenting your legal rights which we inform you of below.

I acknowledge that FISHING has inherent risks, hazards, and dangers for everyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISK, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION.

- 1. Water hazards in boating and wading in the rivers, lakes including drowning;
- 2. Hiking in the rugged country;
- 3. Injuries from fishing equipment and other participants;
- 4. Encounters with wildlife, animals, and insects;
- 5. Temperature extremes;
- 6. Inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury.
- 7. Fishing licenses must be purchased **prior** to starting the charter. Link is available on my site. If there are any fines for lack of a Florida Fresh Water Fishing License by the client, client is responsible for the payment of such fine(s).

I understand the risks, hazards, and dangers of boating and have the opportunity to discuss them with your boat captain and/or staff. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF **SOUTH FLORIDA EXOTIC FISHING CHARTERS, LLC** WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

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Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS **SOUTH FLORIDA EXOTIC FISHING CHARTERS, LLC** their directors, officers, agents, employees, and volunteers from and against and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in the activity including, but not limited to. NEGLIGENCE of any kind of nature whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals, or equipment, whether such damage, loss, injury, paralysis, or death the result from the negligence of **FISHING** or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue **SOUTH FLORIDA EXOTIC FISHING CHARTERS, LLC** as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of **FISHING**.

## I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT. PLEASE PROVIDE ONE COPY OF IDENTIFICATON: DRIVERS LISENCE OR PASSPORT.

Print Name:	Date:
Email:	
Phone Number:	
Signature:	
MUST MAT	ROVIDE ONE COPY OF IDENTIFICATON: DRIVERS LICENSE OR PASSPORT. IT CH THE PRINTED NAME WRITTEN ABOVE. nailed to <u>b@sflexoticfishingcharters.com</u> or texted to 954-934-7487
If your second per	son is a child under 18 years of age, please fill out the information below:
Printed Minors Na	me:
Date of Birth:	
	AREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS AND RELEASE AGREEMENT ON BEHALF OF MY MINOR CHILD.
Signature:	

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