

MINOR PARTICIPANT WAIVER AND RELEASE OF LIABILITY AGREEMENT

Oracle Fishing LLC
Florida-Based Fishing Guide and Instruction Services

Business Information:

Oracle Fishing LLC
3256 Bliss Road
Orange Park, FL 32065
oraclefishing2024@gmail.com
Registered Owners: Richard M. White III & Brianna M. White

Minor Participant Name (Print): _____

Date of Trip/Instruction: _____

Location: _____

This Waiver and Release of Liability Agreement ("Agreement") is entered into by the parent or legal guardian of the above-named minor participant ("Minor Participant") in favor of Oracle Fishing LLC, its owners, officers, agents, employees, contractors, and volunteers, including but not limited to Richard M. White III and Brianna M. White (collectively referred to as "Released Parties").

1. Assumption of Risk

The Parent/Guardian acknowledges and understands that fishing, boating, and related outdoor activities involve inherent risks, including but not limited to physical injury, drowning, heat stroke, sunburn, hypothermia, accidents, equipment failure, inclement weather, and wildlife encounters. The Parent/Guardian voluntarily allows the Minor Participant to participate in these activities with full knowledge of the dangers involved and accepts and assumes all risks, whether known or unknown.

2. Waiver and Release of Liability

In consideration of being permitted to allow the Minor Participant to engage in fishing, boating, sonar instruction, or related activities provided by Oracle Fishing LLC, the Parent/Guardian agrees to release, waive, discharge, and hold harmless the Released Parties from any and all claims, demands, actions, causes of action, damages, costs,

expenses, or liabilities of any kind, whether caused by negligence or otherwise, arising out of or related to:

- **Personal injury or illness**
- **Death**
- **Property damage or loss, including loss of personal equipment (rods, reels, phones, electronics, etc.)**
- **Any other losses or damages that may occur during or as a result of participation**

This waiver applies to any and all claims, including those based on ordinary negligence, but does not apply to claims arising from gross negligence or intentional misconduct, as prohibited by Florida law.

3. Medical Treatment & Insurance

Parent/Guardian understands that no medical insurance or coverage is provided by Oracle Fishing LLC or the Released Parties. The Parent/Guardian is responsible for all costs related to any medical treatment, emergency rescue, or evacuation incurred during participation.

4. Equipment Loss or Damage

Parent/Guardian agrees that they and the Minor Participant are solely responsible for the safety and security of their own equipment and personal belongings. Oracle Fishing LLC is not liable for the loss, theft, or damage of any personal property.

5. Indemnification

The Parent/Guardian agrees to indemnify and hold harmless the Released Parties from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities (including attorney's fees) arising out of or related to the Minor Participant's involvement in the activities.

6. Photographic and Video Release

☐ I GIVE permission for Oracle Fishing LLC to use photographs or video footage of the Minor Participant taken during the activity for promotional, educational, or commercial purposes.

☐ I DO NOT give permission for any photographs or video footage of the Minor Participant to be used.

If no box is checked, permission will be assumed unless otherwise stated in writing prior to the activity.

7. Severability

If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8. Governing Law

This Agreement shall be governed by the laws of the State of Florida. Any legal disputes shall be resolved in the appropriate court in Clay County, Florida.

9. Life Vest Requirement for Minor Participants

As required by Florida law and for the safety of the Minor Participant, the Parent/Guardian agrees to provide a U.S. Coast Guard-approved life vest (personal flotation device or PFD) that is appropriate for the Minor Participant's age, weight, and size. The Minor Participant must wear this life vest at all times while on or near the water unless specifically instructed otherwise by Oracle Fishing LLC for safety purposes. Failure to provide an appropriate life vest may result in cancellation of the trip without refund.

10. Right to Refuse or Cancel Participation

Oracle Fishing LLC and its owners, including but not limited to the Guide (Richard M. White III), reserve the right to cancel or terminate the guided trip at any time—either at the boat ramp before departure or during the trip—if, in their sole judgment:

- Any participant, including the Minor Participant or accompanying adult, appears to be under the influence of alcohol, drugs, or any impairing substance,
- Displays disruptive, unsafe, or aggressive behavior, or
- Otherwise poses a risk to their own safety, the safety of others, or the safety of the guide.

In such cases, the trip may be immediately terminated without refund, and the Participant and/or their guardian may be asked to leave the premises or vessel.

SIGNATURES

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY. I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT ON BEHALF OF A MINOR, I AM GIVING UP SUBSTANTIAL RIGHTS FOR MYSELF AND THE MINOR PARTICIPANT, INCLUDING THE RIGHT TO SUE.

Parent/Legal Guardian Signature: _____

Date: _____

Printed Name of Parent/Guardian: _____

Emergency Contact Name & Phone:
