



619-866-2538  
1450 Harbor Island Dr, Unit 203  
San Diego, CA 92101

## RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

I UNDERSTAND THAT BY SIGNING THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT (THE “RELEASE”) I HEREBY AGREE TO RELEASE **ROMANCING THE WIND, LLC** THE OWNERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, AND THE EQUIPMENT USED (WHETHER EQUIPMENT IS OWNED, OPERATED, LEASED OR CHARTERED) IN RESPECT TO MY PARTICIPATION, HEREINAFTER REFERRED TO AS THE “RELEASED PARTIES”, AND TO HOLD THE RELEASED PARTIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF MY PARTICIPATION IN ACTIVITIES CONDUCTED BY THE RELEASED PARTIES, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE OR OTHER LIABILITY.

**1. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH BOATING ACTIVITIES**, including, but not limited to: unpredictable weather conditions, perils of the sea, boarding or disembarking the boat, hypothermia, wildlife, equipment failures, drowning, falls, fractures, injuries resulting from my lack of physical fitness and/or lack of experience with ocean vessels, failure to wear floatation devices, and the negligence of others. ROMANCING THE WIND, LLC offers life vest on board and encourages our passengers to wear for safety, failure to do so is at the risk of each passenger, ROMANCING THE WIND, LLC is not liable.

**2. I UNDERSTAND** that as a consequence of the inherent risks, there is the possibility that I may suffer property damage, be seriously injured, disabled, or may even die.

**3. I UNDERSTAND** that I have the responsibility to exercise reasonable care for my own safety and I agree to do so. I further acknowledge that the use of any mood-altering or controlled substances will impair my ability to act with reasonable care. ROMANCING THE WIND IS A DRUG FREE VESSEL AND WE DO NOT ALLOW DRUGS OR THE USE OF DRUGS ON BOARD.

**4. I UNDERSTAND** that there is limited medical treatment available on the vessel, and that hospital facilities, qualified medical care, and emergency medical evacuation may be limited or totally unavailable depending on the circumstances. ROMANCING THE WIND LLC, owner Jack Buckley, and the vessel ROMANCING THE WIND and/or its employees or agents have made no representations to me, implied or otherwise, that they or their crew can or will perform safe rescue or render first aid. In the event I show signs of distress or call for aid, I would like assistance and will not hold ROMANCING THE WIND LLC, owner Jack Buckley, the vessel ROMANCING THE WIND, their crew or passengers responsible for their actions in attempting the performance of rescue or first aid

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Initial

**5. I AGREE** that ROMANCING THE WIND, LLC may use my images (via photograph) as a passenger for promotional purposes on Facebook, the website RomancingTheWind.com, other internet and social media, and/or in print materials.

**6. I UNDERSTAND** that food/snacks, beverages including adult/alcoholic beverages are served on board and that I am responsible to exercise reasonable care for my own safety including what I consume on board the vessel. I also UNDERSTAND that I am responsible to comply with the legal drinking laws and age restrictions.

**ASSUMPTION OF THE RISKS.** I HEREBY FREELY ASSUME THE ABOVE- MENTIONED RISKS AS WELL AS OTHER RISKS THAT ARE NOT EXPRESSLY STATED HEREIN, AND ANY HARM, INJURY OR LOSS THAT MAY OCCUR TO ME OR MY PROPERTY AS A RESULT OF MY PARTICIPATION, INCLUDING ANY INJURY OR LOSS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

**INDEMNIFICATION.** I AGREE, ON BEHALF OF MYSELF, MY HEIRS AND ASSIGNS, 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 AS A RESULT OF MY PARTICIPATION IN ANY ACTIVITIES CONDUCTED BY OR INVOLVING THE RELEASED PARTIES

**SEVERABILITY.** If any provision of this Release is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Release will be severable and remain in effect. I agree that in the event of my death or disability, the terms of this Release, including the indemnification obligations, will be binding on my heirs, estate, my personal representative and/or guardian. I have thoroughly read this Release in its entirety, fully understand its content, and understand that this is a **COMPLETE RELEASE AND LEGALLY BINDING CONTRACT.**

Printed Name of Participant/Primary Booking Guest(s) : \_\_\_\_\_

Signature of Participant/Primary Booking Guest(s): \_\_\_\_\_

Date \_\_\_\_\_

See attached Exhibit ONE for additional signatures/acknowledgement

**MINOR CHILDREN:** All children under the age of 13 years old are required to wear a life vest. I certify that, as parent or guardian with legal responsibility for this minor(s) participant, I have the authority to sign on behalf of the minor child. I consent to his or her participation and agree to release, hold harmless, indemnify and defend the Released Parties from all liabilities and claims that arise in any way from injury, death, loss or harm that occurs to the minor child as the participant.

Printed Name of Minor(s): \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Signature of Parent/Guardian of Minor(s): \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_