Wish to Fish Boating and Fishing Excursion

Waiver of Risk and Complete Release of Liability

Wish to Fish a public charity, Fishing Charter Captains and each of their employees, officers, Directors, volunteers, other associated personnel, and its boats (whether owned, operated, leased or chartered, including any third party charter boat, charter boat crew, charter boat passengers), Hereinafter collectively referred to as “OPERATOR” and to hold these entities safe from any and all liabilities arising as a consequence of the following, or any other acts or omissions on their part, including but not limited to negligence of any type.

**1.** I recognize that there are inherent risks involved with Wish to Fish Boating and Fishing Excursions of any type, including but not limited to equipment failure, hazards of the sea, harm caused by marine creatures (including bites), acts of fellow participants, boarding or disembarking boats, activities on the docks and I HEREBY ASSUME SUCH RISKS.

**2.** I agree to listen vigilantly to and follow all instructions given to me regarding Wish to Fish Boating and Fishing Excursions and I will specify if I do not understand anything presented to me.

**3.** I comprehend that I have an obligation to exercise sound care for my own safety and I pledge to do so.

**4.** I also understand that any Wish to Fish Boating and Fishing Excursion are physically demanding activities and that I will be exerting myself during this fishing and boating excursion program, and that if I become sick or I am injured as a result of heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold OPERATOR liable for the same.

**5.** I declare that I am physically and mentally fit to participate in Wish to Fish Boating and Fishing Excursion

activities on terrain or on water, and I will not hold OPERATOR responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) which occur while participating in fishing and boating excursions.

**6.** I completely comprehend that the charter boat and staff have limited medical capabilities and that in the event of sickness or injury proper medical care must be called upon by radio and treatment will be deferred until I can be transported to a proper medical facility. I agree in advance to these conditions.

**7.** OPERATOR has made no representations to me implied or otherwise that it can or will perform safe rescues or provide first aid. In the event I show signs of distress or call for aid I would like aid and will not hold OPERATOR, crew, volunteers, fishing charter equipment or passengers responsible for their actions in attempting the performance of rescue or first aid.

**8.** It is my intention by this instrument to give up my right to sue all persons or entities referred to herein, whether specially named or not, and it is also my intention to exempt and release operator and to hold these entities harmless from any and all liability for personal illness, injury, property damage, or wrongful death caused by negligence or gross negligence and I assume all risk in connection with any fishing charter and boating excursion.

**9.** I have carefully read this contract in its entirety, fully understand its content, and agree to the terms and conditions of this contract on behalf of myself, my heirs and my personal representatives; this document constitutes the final and entire agreement between OPERATOR and the undersigned. There are NO WARRANTIES expressed or implied, which extend beyond the description of the activities listed on this form. THIS IS A COMPLETE RELEASE OF LIABILITY AND LEGALLY BINDING CONTRACT.

I have read this agreement, am aware that it is a release of liability and a contract between myself and OPERATOR. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

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Signature of Participant Print Name Date (Day, Month, Year)

In consideration of the Minor Children listed below being permitted by OPERATOR to participate in activities and use equipment and facilities, I further agree to indemnify and hold harmless the OPERATOR from any and all claims which are brought by, or on behalf of the minor (s), myself, all heirs, assigns, next of kin, and which are in any way connected with the participation of the child or children listed below in the operator’s activity, even if arising from the negligence of the releases, to the fullest extent permitted by law.

By my signature below, I confirm that I am the parent of legal guardian of the listed child or children who will participate in the COMPANY’s activity. I sign with absolute compression of its provisions

PLEASE PRINT THE NAMES OF ALL MINOR CHILDREN PARTICIPANTS BELOW:

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 4.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First and Last name First and Last Name First and Last Name First and Last Name

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 4.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Child one Date of Birth Child Two Date of Birth Child Three Date of Birth Child Four Date of Birth

(Day, Month, Year) (Day, Month, Year) (Day, Month, Year) (Day, Month, Year)

Parent/Guardian Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Wish to Fish

Howell, NJ 07731

wishtofishusa.org