

BOAT TRAVEL - RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH BOAT TRAVEL AND RELATED ACTIVITIES

PRINT NAMES IN PARTY _____

do hereby affirm and acknowledge that I am fully aware of the inherent hazards and risks associated with Boat Travel and fishing that include but are not limited to being fanned, bit, slashed, stabbed, burnt, broken, dismembered, disfigured, drown or killed. I fully understand that these risks can lead to severe injury and even loss of life. I understand that boat travel may be conducted at a site that is remote from competent medical assistance, nevertheless, I choose to proceed even in the absence of competent medical assistance. Additionally, I understand that there are also risks associated with boat travel, including, but not limited to slip and fall aboard, lightning strikes, and the possible injury or loss of life as a result of a boat accident. Despite the potential hazards and dangers associated with the activity of Boat Travel, I wish to proceed and I freely accept and expressly assume all risk, dangers and hazards that may arise from these activities which could result in personal injury, loss of life and property damage to me.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of being allowed to participate in Boat Travel as well as the use of any of the facilities of the below listed releasees, I hereby agree as follows:

1. TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive with the exception of intentional, wanton or willful misconduct that I may have in the future against any of the following named persons or entities (hereafter referred to as Releasees):

SCUBA SAINT ANDREWS LLC

2. To release the releases, their officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs executors or assigns may have for personal injury, property damage or wrongful death arising from Boat Travel whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold the releases harmless for any injury or loss of life which may occur to me during Boat Travel and related activities.

3. By entering into this agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this agreement.

4. If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document. I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understanding and concurrence with this agreement.

5. If we leave the dock and return to dock due to rough seas there will be a min \$10 fuel charge per person, if we return to dock due to medical emergencies we will issue vouchers only, if you are on a gulf stream trip and cannot make it out the full distance you will only be charged for the trip you make, if it is fishable conditions we will make a shorter trip

6. I hereby grant permission for usage of photographs and/or video of me taken on trips in publications, news releases, online, and in other communications.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

Signature Of Participants _____

Witness (Name) _____ Signature _____ Date _____

Signature Of Parent Or Guardian If Participant Is A Minor, and by their signature they, on my behalf release all claims that both they and I have.

_____ Date