

Whipjack Sportfishing

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE YOUR TRIP

FISHING AND BOATING ARE POTENTIALLY DANGEROUS ACTIVITIES. THERE ARE INHERENT RISKS WHICH WHIPJACK SPORTFISHING CANNOT CONTROL AND CANNOT BE ELIMINATED. BY PARTICIPATING IN A TRIP WITH US AND AT ALL TIMES THAT YOU MAY BE ON BOARD, YOU EXPRESSLY AGREE TO ASSUME ALL SUCH RISKS, AND AS SET FORTH HEREIN, WAIVE ANY AND ALL CLAIMS AGAINST WHIPJACK SPORTFISHING.

THIS IS A RELEASE OF LIABILITY AND A WAIVER
OF CERTAIN LEGAL RIGHTS

I, the undersigned, in consideration of the service of HH Sportfishing, LLC (DBA Whipjack Sportfishing), its officers, employees, contractors, agents, members or representatives (collectively herein "Whipjack Sportfishing"), hereby acknowledge that the activity I am about to voluntarily engage in as a participant bears certain known and unknown risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental damage, or damage to myself, to my property, or to spectators or other third parties.

The following describes some, but not all of those risks, and is not intended to be an exhaustive list. The fact that some risk is not enumerated herein does not limit the release and waiver granted hereby. Risks include, but are not limited to: death, drowning, bodily injury, sunburn, dehydration, insect or animal bites, encounters with wildlife, and other harm which may be encountered in participating in wading, boating, guided and unguided fishing, and those activities associated therewith. For myself, my minor children, heirs, successors, and assigns, I expressly accept and assume all responsibilities and risk of injury, death, illness or disease, or damage to myself, to others, or to my property, arising from my participation in this activity, whether or not such lists are enumerated herein. In signing this document, I fully recognize that if anyone is hurt or property is damaged while I engage in this event, I will have no right

to make claim of any kind or nature or file a lawsuit against Whipjack Sportfishing or its officers, members, employees, contractors, agents or representatives.

PHYSICAL HEALTH: To the best of my knowledge I, the client, have no physical restrictions which would prohibit my participation in any-and-all activities offered by Whipjack Sportfishing, including fishing, boating, boarding or disembarking the vessel, or consuming food or beverage prepared by the outfitter or their representatives. I certify that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no insurance, I certify that I am capable of personally paying for any and all such expenses or liabilities. Should emergency medical services become necessary to me or any minor I have authorized to participate, I agree that I will not hold Whipjack Sportfishing liable regarding the provision of medical and/or emergency care or the adequacy of any such care. I understand that the vessel has very limited medical facilities and in the event of illness or injury, appropriate care must be summoned by radio and treatment will be delayed until transportation to a proper medical facility is arranged. I understand that there is no representation of a safe rescue or rendering of first aid by the Captain or crew, and agree to indemnify and hold harmless Whipjack Sportfishing or its officers, employees, contractors, agents or representatives and/or passengers for actions taken in attempting the performance or rescue of first aid. Whipjack Sportfishing reserves the right to decline service to any person it judges incapable of meeting the requirements of participating in fishing related activities. I shall be responsible for all of my own medical expenses and those of my minor children on whose behalf I sign this Agreement, whether arising out of the services provided by Whipjack Sportfishing or otherwise, and for myself, my successors, heirs and assigns, agree to indemnify and hold harmless Whipjack Sportfishing against any claim for such expenses that is made against Whipjack Sportfishing.

PERSONAL FLOATATION DEVICES/LIFE JACKETS: I acknowledge that Whipjack Sportfishing will provide life jackets for me and any minor accompanying me and I/we are advised to wear it at all times while on the vessel, at the marina or launch area, or when otherwise instructed to do so. Failure to do so is at my/our own risk.

RELEASE & ACKNOWLEDGEMENT OF RISK: I understand and acknowledge that the activity I am about to voluntarily engage in as a participant bears certain known and unanticipated risks. For myself, my minor children on whose behalf I sign this document, my heirs, successors, and assigns I expressly assume all responsibilities of all risks while I engage in this event, and agree for myself, my minor children on whose behalf I sign this document, my heirs, successors and assigns that I will have no right to make claim or file a lawsuit against Whipjack Sportfishing, or its officers, employees, contractors, agents or representatives. By signing this Agreement I, for myself, my heirs, successors and assigns, or as parent or guardian of minor children on whose behalf I sign this document hereby unconditionally release and hold harmless Whipjack

Sportfishing and/or its officers, employees, contractors, agents or representatives against and for all liability, cost, expenses, claims and damages for which Whipjack Sportfishing might otherwise become liable by reason of any accident, illness or injuries to, or death of, any persons, or damage to property or both, in any manner arising or resulting from, caused by, connected with or related to the participation in any activity or service offered by Whipjack Sportfishing, regardless of how, where, or when such injury, illness, death or damage occurs even if caused by Whipjack Sportfishing, its agent, contractor, or employees, or due to conditions, defects in the vessel, equipment or activities, or arising from any other cause or condition whatsoever.

I agree and acknowledge that I have read and fully understand the contents of this entire document, understand that it affects my legal rights, and agree to be bound by its terms. I, understand all its terms and that it shall be effective and binding upon myself, my minor children on whose behalf I sign this document, my respective heirs, successors and assigns. I execute it voluntarily with full knowledge of its significance.

(NAME)

(DATE)

(SIGNATURE)

(TELEPHONE)

(PERMANENT ADDRESS)

(CITY, STATE, ZIP)

(PARTICIPANTS UNDER THE AGE OF 18 MUST HAVE PARENT'S OR LEGAL GUARDIAN'S SIGNATURE)