



****Boat Tour Participation Agreement, Release of Liability, and Assumption of Risk****

This Agreement is between Boat Tours Today and the undersigned participant(s)
_____ ("Participant" or "Participants") for participation in boat tour activities.

****1. Acknowledgment of Risks****

Participation in boat tours involves inherent risks, dangers, and hazards. These risks can include changing water conditions, collisions, capsizing, slipping, equipment failure, injuries, weather-related issues, contact with marine life, and delays in emergency care. The Participant understands these risks cannot be completely eliminated.

****2. Assumption of Risk****

The Participant voluntarily chooses to participate despite the risks. The Participant assumes all risks of injury, illness, death, or property damage, even if caused by the negligence of the Activity Provider or its representatives.

****3. Release of Liability and Waiver of Claims****

The Participant releases and waives all claims against the Activity Provider and its representatives ("Releasees") for any liability, claims, or damages arising from participation. This includes claims based on ordinary or gross negligence.

****4. Indemnification****

The Participant agrees to indemnify and hold harmless the Releasees from any losses or claims, including those from third parties, related to the Participant's involvement.

****5. Medical Information and Emergency Consent****

The Participant confirms they are physically fit for the tour and have no limiting medical conditions. The Participant understands that medical facilities may be limited. The Participant authorizes emergency medical treatment and agrees to be responsible for the costs.

****6. Minors****

If the Participant is under 18, a parent or guardian must sign and agree to indemnify the Releasees from claims arising from the minor's participation.

****7. Photo and Video Release****

The Participant grants the Activity Provider the right to use their likeness in media for promotional purposes.

****8. Governing Law and Jurisdiction****

This Agreement is governed by the laws of Florida, and any legal action must be brought in that state.

****9. Severability****

If any part of this Agreement is unenforceable, the remaining parts remain in effect.

****10. Acknowledgment and Agreement****

The Participant confirms they have read and understand this Agreement, sign it voluntarily, and that it is the complete agreement.

****Participant Information:****

Printed Name: _____

Signature: _____

Date: _____

****Parent/Legal Guardian Information (if Participant is a Minor):****

Printed Name: _____

Signature: _____

Date: _____