

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

Deep Six Charters, LLC – Florida

NOTICE: By signing this document, you are waiving certain legal rights, including the right to sue. Please read carefully.

For purposes of this Release, “Deep Six Charters, LLC” (“the Host”) includes its owners, principals, directors, officers, employees, crew members, agents, insurers, affiliates, successors, and assigns.

ASSUMPTION OF RISK

I acknowledge and accept that fishing, boating, and related activities involve inherent risks, both foreseen and unforeseen, including changing tides/currents, collisions, capsizing/sinking, slips and falls, drowning, encounters with marine life, lightning, weather extremes, sun injury, dehydration, seasickness, equipment failure, and operator/crew error. These risks may cause serious injury, illness, or death. I voluntarily assume all risks of participation and equipment use.

WAIVER & RELEASE OF LIABILITY

I agree:

- TO WAIVE ANY AND ALL CLAIMS that I and or anyone claiming on my behalf have or may have against the Host and to release the Host and/or their respective owners, related and affiliated entities, parents, operators, employees, agents, officers and the Hosts Insurance company and their agents, from any and all liability for any loss, damage, injury or death, that I may suffer or that my next of kin may suffer, as a result of my participation in the activities provided by the Host.
- TO ASSUME ALL RISKS of participating in the activities and using the equipment, even those caused by the negligent acts or conduct of the Host and/or their respective owners, related and affiliated entities, parents, operators, employees, agents, officers and the Hosts Insurance company and their agents. The Participant and their Parent(s) or legal guardian(s) understand that there are inherent risks of participating in the activities and using the equipment, which may be both foreseen and unforeseen and includes serious physical injury and death. These inherent risks include, but are not limited to, operator, captain, and/or crew error, changing weather conditions, and equipment failure.
- TO RELEASE the Host and/or their respective owners, related and affiliated entities, parents, operators, employees, agents, officers and the Hosts Insurance company and their agents, from all liability for any loss, damage, injury, death, or expense that the Participant (or their next of kin) may suffer, arising out of the participant's participation in the activities and use of the equipment. The participant and their parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host and/or their respective owners, related and affiliated entities, parents, operators, employees, agents and or officers to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct.
- TO INDEMNIFY the Host and/or their respective owners, related and affiliated entities, parents, operators, employees, agents, officers and the Hosts Insurance company and their agents, from all liability for any loss, damage, injury, death or expense that the Participant (or their next of kin) may suffer, arising out of participation in activities and or use of the equipment.

MINORS

If the participant is a minor, this release must be signed by a parent or legal guardian. By signing, the parent/guardian:

- Affirms they have legal authority to sign on behalf of the minor.
- Consents to the minor's participation and assumes all associated risks.
- Agrees to waive, release, indemnify, and hold harmless the Host and its insurance company from any claims arising from the minor's participation, including those caused by negligence.

PARTICIPANT RESPONSIBILITIES

- I will follow all safety instructions of the captain and crew.
- I certify I have no medical/mental condition preventing participation and am not under the influence of alcohol/drugs.
- A life jacket/buoyancy aid must be worn if entering the water.
- I am responsible for my own property; the Host is not liable for loss or theft.
- If I observe unsafe conditions, I will notify the crew immediately.

MEDIA RELEASE

I grant permission for the Host to take and use photos/videos of me (or my minor child) for lawful purposes, including publicity, advertising, or web content.

ACKNOWLEDGEMENT

I have carefully read this Agreement, understand it, and voluntarily sign it. I understand I am waiving legal rights, including the right to sue, for myself and/or my minor child, as well as for my heirs, executors, and representatives. This Agreement is fully binding as permitted by law; if any portion is found invalid, the remainder shall remain enforceable.

Participant / Client Name (Print): _____

Signature (Parent/Guardian if Minor): _____ **Date:** _____