

EASY RIGGER CHARTERS

UNCONDITIONAL AND FULL GENERAL RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

(ADULT WAIVER)

1. I ACKNOWLEDGE and agree that I am fully informed of the inherent risks and dangers involved with boating, snorkeling, diving and other water sport activities, including but not limited to: equipment failure, perils of the sea, injuries from sea life, acts of fellow participants, acts of nature, injuries from entering or exiting the water, injuries from boarding or disembarking from boat, injuries caused by fishing equipment, and activities on the docks. These Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of other participants in the Activity, the condition in which the Activity takes place, or the negligence of the Released Parties named below, whether passive or active; and that there may be other social and economic risks either not known to me or not readily foreseeable at this time. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation with EASY RIGGER CHARTERS, any related or affiliated entities, officers, directors, partners, members, employees, volunteers, consultants, agents, successors and assigns (collectively, the "Released Parties"), in connection with my attendance at, preparation for and participation in the Activity.

THEREFORE, in consideration of my being permitted to attend and participate in the Activity, I expressly and freely agree:

1. To **ASSUME ALL RISK** of serious personal injury, including death, and/or damage to or loss of real or personal property and to assume all responsibility for losses, costs and damages I may incur, where such risks or losses arise from or are in any way connected with my attendance at or participation.

2. To **RELEASE, WAIVE and FOREVER DISCHARGE** any and all claims, loss, liabilities, demands, damages, costs, expenses, lawsuits, causes of action and judgments that I now or hereafter may have or claim to have against the Released Parties resulting from, arising out of or in any way connected with my attendance at, preparation for or participation in the Activity including but not limited to, any claims or damages for personal injuries, including death, and/or damage to or loss of real or personal property, **whether caused in whole or in part by the NEGLIGENCE of the Released Parties, whether passive or active** (excluding gross negligence or intentional torts) or any entity or person(s) performing any function with respect to the Activity.

3. To **INDEMNIFY, DEFEND, and HOLD HARMLESS** the Released Parties, from any and all claims, liabilities, loss, demands, damages, costs, expenses (**including attorneys' fees**), lawsuits, causes of action and judgments for personal injuries, including death, and damage to or loss of real or personal property, whether foreseen or unforeseen, present or future, known or unknown, resulting from, arising out of or in any way connected with my attendance at, preparation for or participation in the Activity, **whether caused in whole or in part by the NEGLIGENCE of the Released Parties, whether passive or active** (excluding gross negligence or intentional torts) or any entity or person(s) performing any function with respect to the Activity.

4. That this Release is intended to be as broad and inclusive as permitted by law, and that if any term or provision of this Release shall to any extent be held invalid or unenforceable, the remaining terms of the Release shall not be affected thereby, but shall be valid and enforceable to the fullest extent permitted by law. The invalid provision shall automatically be replaced by a substitute provision which is valid and as nearly as possible maintains the same economic purposes and intention of the valid provision. This Release shall be interpreted in accordance with the laws of the State of Florida. I agree that any dispute regarding the enforceability of this Release shall be filed in the courts of the State of Florida, and shall not be transferred to any other state.

5. That the terms and conditions contained in this Release shall be binding upon me and my family members, legal representatives, executors, heirs, next of kin, successors, beneficiaries and assigns.

Participant Signature _____ Date _____

Participant Printed Name _____

PHOTO/MEDIA Consent

By signing below I hereby consent to the use of photographs or video footage for use on EASY RIGGER CHARTERS. Photographs or video taken by Captain or Crew aboard EASY RIGGER CHARTERS, will become property of EASY RIGGER CHARTERS and may be used on websites and social media. Photos and video may be used to promote future events, newsletters, and advertising. I understand that no personal information, such as names, will be used in any publication. I further understand that this consent may be withdrawn by me at anytime upon written notice. If you DO NOT give consent please INITIAL the NON CONSENT line.

_____ I hereby DO NOT give consent for any photograph or video footage to be used by EASY RIGGER CHARTERS

Signature _____ Date _____