

EASY RIGGER CHARTERS

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

(Minor under age 18 Waiver)

NOTICE TO THE MINOR CHILD'S PARENT/GUARDIAN:

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF **EASY RIGGER CHARTERS**, SUBSIDIARIES, INSURERS, DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, VOLUNTEERS, AGENTS, SUCCESSORS AND ASSIGNS USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM **EASY RIGGER CHARTERS** PARENT, SUBSIDIARIES, INSURERS, DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, VOLUNTEERS, AGENTS, SUCCESSORS AND ASSIGNS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND **EASY RIGGER CHARTERS** (AND ITS EMPLOYEES, VOLUNTEERS, AGENTS) HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

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

1. That Guardian is allowing the Minor to participate in the Activity
2. That Guardian **WAIVES, RELEASES and FOREVER DISCHARGES** any and all claims, liabilities, loss, demands, damages, costs, expenses, lawsuits, causes of action and judgments that he or she, the Minor, or any other parent/guardian of the Minor now or hereafter may have or claim to have against EASY RIGGER CHARTERS, its subsidiaries, affiliates, insurers, directors, members, officers, shareholders, employees, volunteers, agents, successors and assigns (collectively, the "Released Parties") resulting only from any Inherent Risk involved with the Activity. The term **"INHERENT RISK"** shall mean those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the Activity and which are not eliminated even if the Activity provider acts with due care in a reasonably prudent manner. Examples of such **INHERENT RISKS** include, but are not limited to: dangers involved with boating, snorkeling, diving and other water sport activities, 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 that could result in permanent disability, paralysis and death. **INHERENT RISKS** additionally include a failure by EASY RIGGER CHARTERS to warn Guardian or Minor of a specific **INHERENT RISK**. That Guardian acknowledges, understands, and appreciates that there are **INHERENT RISKS** involved in the Activity.
3. To **INDEMNIFY, DEFEND and HOLD HARMLESS** the Released Parties from and against any claims, actions, damages, demands, costs, expenses (including attorneys' fees) or lawsuits, whether foreseen or unforeseen, present or future, known or unknown, that the Minor, the Guardian, or any other parent/legal guardian of the Minor may have or assert as arising from the **INHERENT RISKS** of the Activity, including those for personal injuries, illness, death or damage to or loss of property.
4. That this Waiver and Release is intended to be only as broad and inclusive as permitted by Florida Statute. Any court interpreting this Waiver and Release shall construe the same as being only as broad and inclusive as permitted by such statute.

I HAVE READ AND UNDERSTAND THE FOREGOING WAIVER AND RELEASE AND ACCEPT AND AGREE TO ITS TERMS.

Signature of Guardian: _____ Date: _____

Child's Printed Name _____ Guardian 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 of Guardian _____ Date _____