

Charter Boat, Fishing, Rider & Water Sports Assumption of Risk and Complete Release of Liability

I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO GIVE UP ALL OF MY RIGHTS TO SUE SCALLYWAG CHARTERS INC., ITS EMPLOYEES, ITS AGENTS, OTHER ASSOCIATED PERSONNEL, AND ALL OF ITS BOATS (WHETHER OWNED, OPERATED, CONTROLLED, BORROWED, LEASED, CHARTERED OR OTHERWISE) HEREINAFTER REFERRED TO AS THE RELEASED PARTIES AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF ANY ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE. I AM SIGNING THIS RELEASE IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ACTIVITY CONDUCTED, SPONSORED OR OTHERWISE AFFILIATED WITH THE RELEASED PARTIES.

I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH BOATING, FISHING, AND WATERSPORTS ACTIVITIES, included but not limited to equipment failure, perils of the sea, harm caused by marine creatures (including marine animal bites), acts of fellow participants, entering or exiting the water, boarding or disembarking boats, injuries caused by fishing equipment, activities on the docks, and I HEREBY ASSUME EACH AND EVERY SUCH RISK WHETHER SPECIFICALLY LISTED HEREIN OR NOT AND WHETHER FORESEEABLE OR NOT. IT IS MY INTENTION THAT THIS RELEASE BE CONSTRUED AS BROADLY AS POSSIBLE AND IN FAVOR OF THE RELEASED PARTIES.

I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO. I assert that I am physically fit to fish, swim, snorkel and ride on a boat in all sea conditions in addition to any related water sports activities and transfers from boat to boat including tenders and I will not hold the released parties responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) which occur while fishing, riding on the boat, swimming or participating in water sports activity or transfer from boat to boat or otherwise participating in the trip, regardless of whether the injury is foreseeable or not. I specifically promise not to sue or bring claim for any injuries which occur as a result of rough seas or damage to my person as a result of being at sea, including but not limited to back injuries, neck injuries, spine injuries or death. I verify each person in my party does NOT weigh over 350lbs (no one single person can weigh more than 350lbs for the safety and stability of the boat). I agree that any personal items that I opt not to stow safely are under my own control and the loss or damage of any item is not the responsibility of the captain, crew or corporation.

I fully understand that the involved vessel has limited medical facilities and that in the event of illness or injury appropriate medical care must be summoned by radio and treatment will be delayed significantly until I can be transported to a proper medical facility. I agree in advance to these conditions.

I WILL NOT use any educational information, data, waypoints, fishing bait or tackle techniques gathered from my charter booked with Scallywag Charters for personal gain or in an attempt to start my own charter fishing business within a 50-mile radius of Scallywag Charters, Inc. Furthermore, I understand that if I do intentionally gather information from Scallywag Charters, Inc in an attempt to start my own charter business in this area, it could result in legal proceedings against my actions.

IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE SCALLYWAG CHARTERS, INC., ITS EMPLOYEES, ITS AGENTS, OTHER ASSOCIATED PERSONNEL, AND ITS BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED), AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH FISHING, WATERSPORTS ACTIVITIES, RIDING ON A BOAT AND ALL OTHER BOATING ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENT OR ORGANIZATION OF THIS ACTIVITY.

I have carefully read this contract in its entirety, fully understand its contents, and agree to the terms and conditions of this contract on behalf of myself, my heirs, and my personal representatives. This document constitutes the final and entire agreement between Scallywag Charters, Inc. and the undersigned. There are NO WARRANTIES or PROMISES express or implied, which extend beyond the description of the activity listed on this form. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT. I AM GIVING MY SOLEMN PROMISE NOT TO FILE SUIT OR BRING CLAIM AGAINST THE RELEASED PARTIED FOR ANYTHING THAT MIGHT HAPPEN TO ME AND THIS RELEASE IS TO BE CONSTRUED AS BROADLY AS POSSIBLE.

I have read this agreement, am aware that it is a release of liability and a contract between myself and the released parties. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

Signature of Participant

Date

Print Name

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releases and, for myself, my child, all heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the involvement or participation in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, TO THE FULLEST EXTENT PERMITTED BY LAW.

Signature of Parent or Guardian

Date

Print Name of Parent or Guardian