

TAILS UP CHARTERS.COM LLC
RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, pg. 1

Date: _____

Charter Time and Duration: _____

I/We the undersigned, fully understand that we are boarding a charter fishing vessel to fish inshore, coastal waters and/or the open ocean. I/We understand that I/We have a duty to exercise reasonable care for my own safety and I/We agree to do so. I/We understand and assume the risks and hazards associated with this activity. These risks and hazards include, but are not limited to, the following:

Sun, rain, lightning, or any other weather conditions; sea sickness; pitching and rolling; lack of hydration or nutrition; slippery and wet decks; injuries, both internal and external from the following non-inclusive list: boarding and disembarking the vessel, fish, fishing, fishing tackle, gear and intentional or unintentional conduct of any other persons aboard the vessel.

I/We hereby assume any and all risks of participating in these activities. I/We realize that liability may arise from negligence or carelessness on the part of persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault and waive, release and discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me. I/We agree to indemnify and hold harmless the Captain, crew or Tails Up Charters.com LLC from any and all liabilities or claims made by other individuals or entities as a result of my or any actions during my participation.

I/We understand and agree the Captain, crew and/or Tails Up Charters.com LLC, is not liable and hereby agree to hold harmless and indemnify the Captain, crew and/or Tails Up Charters.com LLC, for risks and hazards associated with inshore fishing, and I/We expressly release them from liability for the same. I/We further release, hold harmless and indemnify them from any liability whatsoever for any illegal actions, including but not limited to possession of illegal substances, taken by myself on the vessel.

I/We understand that I fishing is not recommended for anyone with pre-existing medical conditions such as circulatory problems, high blood pressure, heart conditions, pregnancy, weak bones, etc. I/We understand that the vessel has very limited medical facilities and in the event of illness or injury, appropriate care must be summoned by radio and treatment will be delayed until transportation to a proper medical facility is arranged.

I/We understand that there is no representation of a safe rescue or rendering of first aid by the Captain or crew, and agree to hold harmless the Captain and/or crew and/or passengers for actions taken in attempting the performance or rescue of first aid. I/We agree to forever discharge and release the Captain, crew, Tails Up Charters.com LLC, its employees and agents, the owners and affiliates, from any and all responsibility or liability for any and all injuries or damages. I/We agree NOT to make a claim against or sue any of the above parties for injuries or damages whether they arise or result from any negligence or other liability, even in cases of gross negligence. *It is acknowledged that this Release is executed in and shall be construed and governed solely and exclusively, by and in accordance with, the laws of the State of Florida. I/We acknowledge and agree that the state courts in Volusia County, Florida shall have sole and exclusive venue and jurisdiction over any controversy between the parties arising out of or related to this Release.*

TAILS UP CHARTERS.COM LLC
RELEASE AND WAIVER OF LIABILITY
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I/We further specifically agree, on behalf of myself, my heirs and assigns, to indemnify and hold harmless the released parties for any and all causes of action arising as a consequence of any incidents which might occur as a consequence of my participation in any activities with or involving the released parties.

I/We understand that the Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I/We HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the United States or State in which the CHARTER EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

It is acknowledged that this Release is executed in and shall be construed and governed solely and exclusively, by and in accordance with, the laws of the State of Florida. I/We acknowledge and agree that the state courts in Volusia County, Florida shall have sole and exclusive venue and jurisdiction over any controversy between the parties arising out of or related to this Release.

I/WE HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I/We hereby certify that I have read this document and understand its contents.

DATE OF SIGNATURE _____ **(this release is not intended to expire).**

SIGNATURE _____

PRINTED NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMERGENCY CONTACT / TELEPHONE: _____

CHILDREN / MINORS:

NAME: _____ **/ DATE OF BIRTH** _____

PARENT / GUARDIAN SIGNATURE: _____

PARENT / GUARDIAN PRINTED NAME: _____

NAME: _____ **/ DATE OF BIRTH** _____

PARENT / GUARDIAN SIGNATURE: _____

PARENT / GUARDIAN PRINTED NAME: _____

NAME: _____ **/ DATE OF BIRTH** _____

PARENT / GUARDIAN SIGNATURE: _____

PARENT / GUARDIAN PRINTED NAME: _____