

## **BOAT RENTAL WAIVER AND RELEASE OF LIABILITY AGREEMENT**

1. I wish to participate as a passenger on the recreational charter boat ride being operated by 123 Boat Rental LLC and I acknowledge that my participation in the boat ride is completely voluntary.
2. I understand that there are inherent risks involved with boating including, but not limited to equipment failure, perils of the sea, harm caused by other vessels, act of fellow participants, entering and exiting the water, boarding or disembarking boats, and activities on the docks.
3. I dully assume responsibility for my own safety (including, without limitations, following all directions for the boat's captain and crew) while participating in the boat ride and verify that I am physically able to participate.
4. I fully understand that the involved boat 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 until I can be transported to a proper medical facility. I agree in advance to these conditions.
5. No person associated with 123 Boat Rental LLC has made any express or implied representation to me that they or the boat crew can or will perform safe rescues or render first aid. In the event that I show signs of distress or call for aid, I would like assistance and will not hold any person or entity responsible for their actions in attempting the performance of rescue or first aid.
6. Having read this waiver, I agree to release from liability and hold harmless 123 Boat Rental LLC, along with its respective officers, directors, employees, owners, members, managers, affiliates, agents, representatives, attorneys, heirs, personal representatives, successors and assigns, all individuals associated with the boat ride, and all individuals and entities having an interest in the boat being used for the boat ride, from any and all liability, claims, demands, equitable relief, damages, costs , expenses and causes of action of any kind of character, of any type of nature whatsoever (including negligence) arising out of the boat ride.
7. I authorize 123 Boat Rental LLC to use any photographs, personal narrative, interviews, or audio and video recording of my participation in the boat ride for any and all purposes.
8. I certified that I have read this document and agree with it's contents.

Signature of Participant: \_\_\_\_\_

Printed name of Participant: \_\_\_\_\_ Date: \_\_\_\_\_