

ASSUMPTION OF RISK AND COMPLETE RELEASE OF LIABILITY BOAT PASSENGER WAIVER

WE, THE UNDERSIGNED, UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE “**Pirates of Port Royal Charters LLC**”, THEIR EMPLOYEES, AGENTS, AND ASSOCIATED PERSONNEL, AND THEIR BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED), HEREINAFTER REFERRED TO AS “**RELEASED PARTIES**”, AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR AND OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE.

1. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH FISHING, CRABBING, AND BOATING, accessing and leaving a boat, walking on beaches, sandbars, docks, etc., including but not limited to equipment failure, perils of the sea, harm caused by marine creatures (including bites), acts of fellow participants, entering and exiting the water, boarding or disembarking boats, and activities on the docks and I HEREBY ASSUME ALL SUCH RISKS.

2. I UNDERSTAND I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.

3. I assert that I am physically fit to ride on a boat, and I will not hold the Released Parties responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) that may occur while participating in any activities while riding on the boat, or otherwise participating in the trip.

4. I will not remove my flotation device at any time while it is underway. I acknowledge that doing so will constitute a violation of safety rules and procedures for which I expressly assume the risk.

5. 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.

6. The Released Parties have made no representation to me, implied or otherwise, that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid, I would like assistance and will not hold the Released Parties, their crew, boats, or passengers responsible for their actions in attempting to perform rescue or first aid.

7. 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 ALL RELEASED PARTIES 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, CRABBING AND BOATING ACTIVITIES, BOARDING AND DEBOARDING, ANY AND ALL ACTIVITIES WHILE ABOARD THE BOAT AND WHILE OFF THE BOAT AT ANY LOCATION, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENT OR ORGANIZATION OF THIS ACTIVITY.

8. 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 my heirs, my personal representatives, and myself. This document constitutes the final and entire agreement between the Released Parties and the undersigned. There are NO WARRANTIES expressed or implied, which extend beyond the description of the activity listed on this form.

9. I further agree and consent that termination of any excursion is at the discretion of the Captain and could occur if and when, in the sole opinion of the Captain, any passenger has become a threat or danger to him/herself and/or other passengers, the Captain or any other persons or properties encountered. This includes but is not limited to, intoxication, possession of narcotics or illegal substances, and weapons of any kind. I agree that there will be NO REIMBURSEMENT under the conditions herein described or referred to and that, from the point or location of termination, it becomes my responsibility to secure a way to land.

THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT. I have read this agreement and am aware that it is a release of liability and a contract between the Released Parties and myself. 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. This release is in effect whether dated or not and whether the emergency contact number is provided or not.

Signature of Participant (Only if age 18 or older). _____ Date _____

Emergency Contact Number _____

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 RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

All guests above 18 years of age or parents/guardians of those under 18 years of age may sign & print above or on the back.