Fishing Charter Waiver and Release of Liability

Release of Liability, Waiver of Claims and Assumption of Risk

Please read this document carefully before signing. It affects your legal rights.

In consideration of being allowed to take part in charter fishing trips, inshore and offshore fishing, boat transportation and the use of fishing tackle and equipment provided by [Your Business Name] (the "Company"), including its owners, employees, contractors, volunteers and agents, I, the undersigned passenger, agree to the following.

1. Assumption of risk

I understand that this activity involves inherent risks that cannot be eliminated, even when reasonable care is taken. These risks include, but are not limited to:

- Hook punctures and line cuts
- Injuries from fish spines, teeth, gills and thrashing fish
- Knife and gaff injuries while handling catch
- Slips and falls on wet, slippery decks
- Falling overboard in rough seas
- Seasickness and dehydration
- Back and shoulder strain while fighting large fish
- Long distances from shore and medical help

I understand that these risks can lead to property damage, serious injury, illness, permanent disability or death. I knowingly and voluntarily accept all of these risks, both known and unknown.

2. My responsibilities

I agree to follow all instructions given by the Company, including these rules:

- Keep hooks and lures pointed away from people when casting
- Let the crew gaff, handle and unhook large or dangerous fish
- Wear non-slip, closed-toe shoes on deck
- Hold on to a rail or fixed object when the boat is underway
- Tell the captain right away if you feel seasick or unwell

I confirm that I am physically and mentally able to take part, and I will stop and tell staff right away if I feel unwell or unsafe.

3. Equipment

I will inspect any equipment before use and tell staff immediately about any defect. I accept responsibility for the equipment while it is in my care and agree to pay for loss of, or damage to, equipment beyond normal wear and tear.

4. Release and waiver

To the fullest extent permitted by law, I release, waive and discharge the Company from any and all claims, demands and liability for injury, illness, death, or loss of or damage to property arising from my participation, including claims arising from the ordinary negligence of the Company.

5. Indemnification

I agree to indemnify and hold harmless the Company from any loss, liability, damage or cost, including reasonable legal fees, that it may incur because of my participation or my actions.

6. Medical treatment

I authorize the Company to obtain emergency medical treatment for me if I am unable to consent. I agree to pay all

costs of that treatment and transport.

7. Photos and video

I allow the Company to use photos and videos taken during the activity, which may include me, for marketing without payment. I can opt out at any time by telling the Company in writing.

8. Minors

If I am signing on behalf of a minor, I confirm that I am the minor's parent or legal guardian, and I agree to all terms of this document on the minor's behalf and on my own behalf.

9. General

This document is intended to be as broad and inclusive as permitted by the law of the place where the activity takes place. If any part is found invalid, the rest remains in full force. I have read this document, I understand it, and I sign it voluntarily.

_____

Participant full name

_____

Date of birth

_____

Parent/guardian name (if participant is a minor)

_____

Signature

_____

Date

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