

## Boating/Fishing Liability Release Form

I \_\_\_\_\_, wish to be a passenger/participant on the vessel Miss Marie operated by Miss Marie Charters Inc. . I acknowledge that my participation is fully voluntary . **I FULLY UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH BOATING/BOAT TRAVEL/FISHING/FISHING EQUIPMENT USE but not limited to** finned, bit, slashed, stabbed, burnt, broken, dismembered, drowned or killed. I understand that boat travel may be conducted at a site that is remote from competent medical assistance, nevertheless I choose to proceed even in the absence of competent medical assistance. Miss Marie Charters Inc. and the vessel Miss Marie have made no representations 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 I am in immediate need of assistance or call for aid, I would like assistance and will not hold Miss Marie Charters Inc. or the vessel Miss Marie, their crew, or passengers responsible for their actions in attempting the performance of rescue or first aid. Additionally I understand that there are risks to boat travel including, but not limited to slip and falls, wet slippery decks, falling overboard, equipment failure, perils of the sea, acts of other participants, acts of other vessels, adverse sea and weather conditions. **I HEREBY ASSUME AND ACCEPT SUCH RISKS.**

**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 ride on a boat, including embarking , disembarking and I am physically fit to fish. I will not hold the vessel Miss Marie and/or Miss Marie Charters Inc. or their employees, agents, or other associated personnel responsible If I am injured as a result of ANY problems (medical, accidental or otherwise) which occur while chartering the boat or otherwise participating in the trip.

**I agree to forever discharge and release** Miss Marie Charters Inc., vessel Miss Marie, it's employees (Captain, mates etc..) and agents, the owner(s) of Miss Marie Charters Inc, and affiliates from any and all responsibility or liability for any all injuries or damages. I 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. I 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 authorize Miss Marie Charters Inc. to use any photographs, personal narrative, interviews, or audio and video recording of my participation in the boat ride/ fishing charter for any and all purposes.

**I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE, FOREVER IN THE FUTURE**

**Printed name of Participant** \_\_\_\_\_

**Signature of Participant** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature Of Parent/Legal Guardian if Participant is a Minor** \_\_\_\_\_ **Date** \_\_\_\_\_