

## GET HOOKED BOAT CHARTERS

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY

#### AGREEMENT

(the "Agreement")

This Agreement must be signed by every Passenger prior to departure. Please read same thoroughly and carefully prior to signing.

This Agreement constitutes a Waiver and Release of Liability, whereby the undersigned passenger (the "Passenger") agrees to release, discharge, hold harmless, defend and indemnify Get Hooked Boat Charters along with its respective officers, directors, employees, owners, members, managers, affiliates, subcontractors and agents (collectively referred to as "GHC") from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or any other claim which may arise out of Passenger's participation in any recreational charter/boat ride/fishing charter/snorkelling expedition or other tour transportation or activity conducted by boat (the "Boat Ride").

By signing this document, the Passenger acknowledges that he/she specifically understands he/she is releasing, discharging and waiving any claims or actions that he/she may have at the present time, or in the future, for the negligent acts, omissions or other conduct by GHC.

1. I wish to participate as a passenger on the Boat Ride being operated by GHC, 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 the risk of a slip and fall, equipment failure, perils of the sea, harm caused by other vessels, acts of fellow participants, entering and exiting the water, boarding or disembarking boats, and activities on the docks. Uncontrollable conditions while the vessel is underway, can include but not limited to striking of known and unknown objects in the water, being struck by other vessels, and erratic changes in weather/sea conditions. Landing/boarding any sea life, handling and being near sea life in any capacity (whether in or out of the vessel).
3. I acknowledge that the Boat Ride may be unsafe and/or hazardous for persons under the age of 18, and is unsuitable for Passengers that are pregnant, have back or neck problems, suffer from heart problems, respiratory issues, mobility impairments, epilepsy, impaired vision, other pre-existing medical conditions or suffer from motion sickness.
4. I represent that I am over the age of 18, and do not suffer from or experience any of the conditions set out at clause 3 above.
5. I acknowledge and understand that I have responsibility for ensuring my own safety and a duty to exercise reasonable care for my own safety and the safety of others around me and agree to do so

(including, without limitation, following all directions of the boat's captain and crew) while participating in the Boat Ride, and verify that I am physically able to participate.

6. I fully understand that the involved vessel 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.
7. Having read this wavier, I agree to **INDEMNIFY RELEASE from LIABILITY and HOLD HARMLESS** GHC from any and all liability, claims, demands, equitable relief, damages, costs, expenses, and causes of action of any kind or character, of any type or nature whatsoever (including negligence), arising out of the Boat Ride. I further **INDEMNIFY, RELEASE from LIABILITY and HOLD HARMLESS** GHC from any and all responsibility for injury, death, property damage or loss associated with, relating to, or arising from the risks enumerated above or otherwise that occur while I am participating in any stage of a charter on a vessel owned, operated or hired by GHC.
8. GHC Shall be held harmless from any and all claims of personal injury, death, property damage or loss associated with, arising from or related to, directly or indirectly, the consumption of alcohol or drugs.
9. I acknowledge that I have read and reviewed the **Charter Contract** and understand and agree to the terms and contained therein.
10. I authorize GHC to use any photographs, personal narrative, interviews, or audio and video recording of my participation in the Boat Ride for any and all promotional and advertising purposes.
11. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
12. In the event GHC is determined to be liable to the Passenger for any reason, the Passenger **EXPRESSLY AGREES THAT** any liability of GHC, is **CONTRACTUALLY LIMITED TO THE SUM OF B\$1,500.00**.
13. The Terms of this Agreement are governed by the laws of the Commonwealth of The Bahamas.
14. I acknowledge that I have read the Agreement in full and fully understand and am aware of the legal consequences of submitting this document. I certify that I agree with its content.

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

Printed Name of Participant: \_\_\_\_\_

Date: \_\_\_\_\_