

Fly Fishing Nassau Full Liability Release Boat Charter Form

Mandatory Release Form must be read and acknowledged by all passengers prior to boarding vessel. This form discloses the terms, conditions and potential hazards that may occur while boating. For valuable consideration and the receipt of which is hereby accepted, I certify, acknowledge and agree to the following:

I confirm that I contacted Fly Fishing Nassau for an offshore/near shore fishing trip and that I thoroughly understand the hazards and conditions that may exist with these types of excursions, including but not limited to certain hazards or accidents occurring while fishing, swimming, onboard and/or underway, during boat travel to and from fishing or venues. I confirm that following hazards include but are not limited to:

- Injury caused by slip and fall during boarding/un-boarding and entire time while on board vessel.

- I understand injury can occur by uncontrollable conditions while vessel is underway which include but are not limited to: striking of known and unknown objects in the water, struck by other vessels and erratic changes in weather conditions.

- I acknowledge injury can occur while using hooks, lures, knives, gaffs and other tackle/tools while fishing. I will take all precautions necessary to protect myself and others while on board this vessel.

- I take full responsibility for myself and/or minor child under my supervision. I acknowledge this vessel is equipped with coast guard approved life vest and I will take measures necessary to use these safety devices if necessary.

- **I affirm: that I am in good health mentally and physically fit for boating and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contradictory to boating. If I am taking medication, I affirm that I have seen a physician and have approval to participate in a boating activity while under the influence of medication/drugs.**

- Our offshore fishing trips can be strenuous due to uncertainty of weather and abrupt changes that can take place, these trips are not recommended for children under 13, pregnant women, persons with chronic back or neck pain, have had previous surgery or those with heart conditions.

I hereby acknowledge and recognize the existence of these risks, and assume all risks completely, and agree that I shall hold harmless and take no actions/suits, for debts, dues, sums of money, claims or demands whatsoever at law or in equity against "Fly Fishing Nassau," and its owners, agents, employees, captain and crew, property or other guides or aides for injury, death, property damage, or loss associated with relating to or arising from those risks enumerated above or otherwise that occur while I am participating in any stage of fishing/site seeing trip(s) with said Captain or charter service.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have obtained the written consent of my parent or guardian. I, by this instrument, do hereby exempt and release all the above listed entities and/or individuals from all

liability and responsibility for personal injury, property damage or wrongful death, death, however caused, including, but not limited to, product liability or the negligence of the released parties, whether passive or active.

I CERTIFY THAT I HAVE READ THIS DOCUMENT; AND I FULLY UNDERSTAND IT'S CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

(If under 18 years, Parent or Guardian must sign below)

Print Clearly

Name (Guest 1):

Guest 2:

Guest 3:

Guest 4:

Guest 5:

Guest 6:

Signature:

Date:

Photographic Release: I hereby irrevocably consent to and authorize the use of reproduction by 'Fly Fishing Nassau' or anyone authorized by same of any and all photographs/videos which you have this day taken of me, negative or positive, for any purpose whatsoever, without compensation to me. All negatives and positives (including digital images), together with the prints/videos shall constitute property of 'Fly Fishing Nassau', solely and completely.

Print Clearly

Print Name:

Signature:

Date:

Parent/Guardian Waiver for Minors (under 18 years old)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above.

Print Clearly

Print Name(s):

Parent/Guardian Signature:

Date: