

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

I understand that the purpose of signing this document is to exempt and release “ALLON-Z 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, and/or other acts or omissions on their part, including but not limited to negligence of any type.

1. I understand that here are inherent risks involved with boating including but not limited to adverse weather, slips and falls, accidents, boarding or disembarking boats, and activities on the docks. I hereby assume all such risks
2. I understand that I have a duty to exercise reasonable care for my own safety and the safety of other passengers 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) which may occur while riding on the boat, or otherwise participating in the trip.
4. 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.
5. The Released Parties have made no representation to me implied or otherwise that they or their crew can or will perform 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/performing rescue or first aid.
6. I agree to abide by the directions and safety instructions of the captain at all times. I understand the captain of the vessel reserves the right to refuse boarding or may disembark me for reckless behavior that poses danger to myself or others.
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 cause by negligence or gross negligence and I assume all risk in connection with boat travel and related activities.
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. This is a complete release of liability and legally binding contract. I have read this agreement, 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.

Printed Name	Signature	Date

I, as parent/guardian with legal responsibility for the participants under 18 years of age identified with “X” above, do consent and agree to their release of all releases detailed above, for myself, my child/ward, all heirs, assigns, and next of kin.

Signature of Parent or Guardian

Print Name of Parent or Guardian

Date