

BOAT PASSENGER WAIVER

I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE **AQUA THERAPY YACHTING EXPERIENCES LLC**, THEIR EMPLOYEES, AGENTS, AND ASSOCIATED PERSONNEL, AND THEIR BOATS (WHEATER 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, OR AND OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE

1. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH BOATING, including, but not limited to equipment failure, perils of the sea, harm caused by other vessels, acts of fellow participants, entering and exiting the water and inflatable recreational devices, swimming, boarding or disembarking boats, and activities on the docks. I also acknowledge that my participation in this boating experience is completely voluntary.

2. I fully assume responsibility for my own safety (including, without limitation, following all directions of the boat's captain and crew) while participating in the Boat experience, and verify that I am physically able to participate.

3. 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.

4. I attest no Released Parties or persons associated with Aqua Therapy Yachting Experiences LLC has made any express or implied representation to me that they or the boat's crew can or will perform safe 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 any person or entity responsible for their actions in attempting the performance or rescue or first aid.

5. 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 CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH BOATING ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENT, ORGANIZATION OF THIS ACTIVITY OR ANY KIND OR NATURE WHATSOEVER.

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 A LEGALLY BINDING CONTRACT.

Printed Name _____ Signature _____ Date _____

Printed Name _____ Signature _____ Date _____

Printed Name _____ Signature _____ Date _____

Printed Name _____ Signature _____ Date _____

Printed Name _____ Signature _____ Date _____

Printed Name _____ Signature _____ Date _____

Printed Name _____ Signature _____ Date _____

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releases and, for myself, my child, all heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the involvement or participation as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Signature of Parent/Guardian: _____ Print Name _____ Date _____