



Paradise Tours LLC

High Tides & Good Vibes

Captain Dwight Williamson

Please understand our #1 priority is your safety and the safety of others, as well as making your journey an enjoyable and memorable one.

Full Liability Release

Mandatory release form must be read and acknowledged by all passengers prior to boarding vessel for any activity. This form discloses the terms, conditions and potential hazards that may occur while boating and is binding on this trip. For valuable considerations and the receipt of which is hereby accepted, I certify, acknowledge and agree to the following: I confirm that I am, under the command and supervision of a certified USCG Captain, that I have contracted for a offshore/near shore fishing trip and/or site-seeing tour 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 and while onboard and/or underway during boat travel to and from fishing or site seeing venues. I confirm that I have read and fully understand the following hazards include, but are not limited to:

1. Injury caused by slipping/falling during boarding/un-boarding and during my entire time while on-board the vessel whether underway or at port.
2. I understand injury can occur by uncontrollable conditions while vessel is underway, which 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.
3. I acknowledge sea life can be dangerous and/or even deadly and understand severe injury can and may occur while landing/boarding any sea life, handling and being in close proximity of sea life and other perils of the sea, such as natural hazards including, but not limited to lightning storms and other adverse weather conditions.
4. I understand most boating deaths are caused by drowning and I take full responsibility for myself and/or minor child under my supervision. I understand and acknowledge this vessel is equipped with coast guard approved life vests and I have been instructed on the proper use and location of vests and I will take measures necessary to use these safety devices, if necessary.
5. I confirm that I am aware of and assume all risks associated with participating on a fishing/site seeing venture and understand safety is of utmost importance on any vessel and make every effort to ensure my safety as well as the safety of others while on this or any future trip aboard this vessel.
6. I affirm: that I am in good mental and physical fitness 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 the medication/drugs.

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 OR SUITS, FOR DEBTS, DUES, SUMS OF MONEY, CLAIMS OR DEMANDS WHATSOEVER AT LAW OR IN EQUITY AGAINST PARADISE TOURS LLC and its owners, agents, officers and employees, his or her heirs, executors, assigns, administrators, the captain and crew, property or other guides or aides (hereafter: released parties) 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 a fishing/site seeing package 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, however caused, including, but not limited to, product liability or the negligence of the released parties, whether passive or active.

I acknowledge that I have read the foregoing paragraphs, fully understand the potential dangers incidental to engaging in this boat trip and excursion, I am fully aware of the legal consequences of submitting this instrument, and that I understand and agree that this document is legally binding and will preclude me from recovering monetary damages from the above listed entities and/or individuals whether specifically named or not, for personal injury, property damage or wrongful death caused by 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 ITS 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 old, Parent or guardian must also sign on page 3)

PRINT CLEARLY

_____ 2020

Print name Signature date

_____ 2020

Print name Signature date

Photographic Release: I hereby irrevocably consent to and authorize the use of reproduction by PARADISE TOURS LLC, 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 PARADISE TOURS LLC solely and completely.

PRINT CLEARLY

_____ 2020

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 to 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. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

PRINT CLEARLY

_____ 2020
Print minors name age parents/guardian signature date

_____ 2020
Print minors name age parents/guardian signature date

_____ 2020
Print minors name age parents/guardian signature date

