

**ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND
RELEASE OF LIABILITY AGREEMENT**

I _____ (print name), in consideration for being allowed to participate as a passenger aboard a vessel for the purpose of fishing for myself and any minor children for whom I am parent, legal guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns, I hereby:

A. ACKNOWLEDGMENT OF RISKS . Acknowledge that some, but not all, of the risks of participating aboard a vessel of Have Fun Charters Company include:

1. Changing of water flow, tides, currents, wave action and ship's wakes.
2. Collisions with any of the following: other participants, the vessel, other vessels, and manmade or natural objects.
3. Wind, inclement weather, lighting, variances and extremes of wind, weather, and temperature.
4. Either temporary or permanent changes in the operators sense of hearing.
5. The operators sense of balance, physical coordination, ability to operate equipment, swim and /or follow directions.
6. Collision, capsizing, sinking or other hazards which result in wetness, injury, exposure to the elements, hypothermia, and/or drowning.
7. The presence of insects and marine life forms.
8. Equipment failure or operator error.
9. Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration.
10. Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of an accident .

B. EXPRESS ASSUMPTIONS OF RISK AND RESPONSIBILITY. Agree to assume responsibility for all the risk of the activity, whether identified above or not. My/our participation in the activity is purely voluntary. I assume full responsibility for myself and my minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident, whether resulting from negligence or otherwise, that may occur while I/we participate in the activity.

C. RELEASE: Release Have Fun Charters Company, its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land, owner, municipal and/or governmental agency upon whose property a activity is conducted and their insurers, from any and all liability of any nature for any and all injury or damage (including death) to me or my minor children and other persons, whether due to their negligence, in whole or in part, or otherwise, regardless of the cause.

D. INDEMNITY & HOLD HARMLESS. Will indemnify and hold harmless Have Fun Charters Company its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land owner, municipal an/or governmental agency upon whose property an activity is conducted and their insurers, for any and all liability of any nature for any and all injury or damage(including death) to me or my minor children and other persons, whether due to their negligence in whole or in part, or otherwise, regardless of the cause.

By signing this waiver, I acknowledge that I am giving up certain legal rights and that I have read, understood, and accepted this Assumption and Acknowledgment of Risks and Release of Liability Agreement.

Name (printed)

Signature

Date