

Gettin' It Wet Saltwater Fishing Charters, LLC

Release and Waiver of Liability and Indemnity Agreement

Due to State of Florida policies at public access sites along with the sue-happy atmosphere in this country, **Gettin' It Wet Saltwater Fishing Charters, LLC**, requires that each charter participant, along with parent/guardian of any minor children, to be familiar with and agree to the following legally binding waiver. If you have any questions regarding the contents, please contact **Gettin' It Wet Saltwater Fishing Charters, LLC**, before signing. This form MUST be read, signed and given to **Capt. Anthony (Tony) C. White** BEFORE the charter begins.

The undersigned hereby releases, waives, discharges and agrees not to sue or pursue any form of litigation against **Gettin' It Wet Saltwater Fishing Charters, LLC and/or Captain Anthony (Tony) C. White** (herein after referred to as **Releasees**) from all liability including, but not limited to personal injury, health problems, wrongful death, property loss, property damage, any loss and any claim-whether caused by the negligence of the **Releasees** or otherwise.

The undersigned hereby agrees to indemnify, defend, save and hold harmless the **Releasees** from any losses, liability, damage or cost they may incur due to activities by the undersigned associated with fishing charters including, but not limited to activities of the undersigned on the **Releasees** property, the marina, boat launch, access site, State of Florida or any county contained within the borders of the State of Florida property, lodging facilities or while travelling to/from the fishing charter- whether caused by the negligence of the **Releasees** or otherwise.

The undersigned hereby assumes full responsibility for risk of bodily injury, death and property loss or property damage due to the negligence of the **Releasees** or otherwise.

The undersigned agrees to allow the **Releasees** to use photos of the undersigned in any printed and electronic publications without compensation to the undersigned. Photos taken on the **Releasees'** camera are the property of the **Releasees** and may not be used for any publication purposes without written permission from the **Releasees**. The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed the balance shall, notwithstanding, continue in full legal force and effect. The undersigned agrees that this document is legally binding on the undersigned's spouse, children, heirs, next-of-kin, executors, administrators, and assigned parties. The undersigned has reviewed the **Releasee's** business policies and agrees to abide by those terms and conditions of service. By signing below, the undersigned agrees to the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

Participant Printed Name

Participant Signature

Date

If participant is under 18 years of age, the signature of a parent/guardian is required below:

Parent/Guardian Printed Name

Parent/Guardian Signature

Date

*** A Signed Copy MUST be presented for **EACH** MEMBER OF THE CHARTER PARTY***