

It is required that this agreement be signed or acknowledged online during the booking process by each participant over the age of eighteen prior to embarking on any charter. Please read carefully and in full. Do not sign this agreement unless you understand and/or acknowledge and agree to be bound by its conditions.

WAIVER AND RELEASE AGREEMENT

I fully understand that I have a duty to exercise reasonable care for my own safety and the safety of others and I agree to do so. I understand and assume the risks and hazards associated with transport, snorkeling, fishing, and boating including but not limited to:

Slipping/falling during boarding/un-boarding and during my entire time while on-board the vessel whether underway or at port. Uncontrollable conditions while the vessel is underway, which can 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. Landing/boarding any sea life, handling and being near sea life. This also includes encountering sea life while snorkeling or swimming. Using equipment such as hooks, lures, knives, gaffs, and other tackle or tools while fishing in confined quarters of a vessel. Drowning. I understand that if I take part in snorkeling or swimming that I know how to swim and feel I can swim safely. I also take full responsibility for any minor under my supervision. My participation in these activities are voluntary. Seasickness, lack of hydration and/or nutrition, and/or sun exposure.

Offshore trips (more than 40 miles from port) are not recommended for children under the age of two, pregnant women, people with neck or back problems, or those with heart conditions. Often these trips can be strenuous due to uncertainty of the weather. This can be a jarring ride depending on the weather and sea conditions.

I understand that the vessel has limited medical facilities and in the event of illness or injury, medical care will need to be contacted via radio and treatment will be delayed until transportation to a proper medical facility.

I acknowledge and recognize the existence of these risks and assume all risks completely. I agree that I will not hold Born Free Charters Company Limited, it's owners, affiliated companies or businesses, and any of its servants, agents, employees or independent contractors (together referred to as the "above mentioned persons") responsible 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 charter on a vessel owned, operated or hired by the above mentioned persons. The above mentioned persons shall be held harmless from any and all claims of personal injury or death arising from or related to, directly or indirectly, the consumption of alcohol or drugs. I knowingly and intentionally waive and release, indemnify and hold harmless any and all of the above mentioned persons from and against any and all claims, actions, causes of actions, liabilities, suits, expenses, which are related to, arise out of, or are in any way connected with my participation in a charter on a vessel owned, operated or hired by the above mentioned persons including but not limited to, negligence of any kind.

I acknowledge that I am of lawful age and legally competent to sign the agreement, or that this agreement has been signed or acknowledge during the online booking process by my parent or guardian. I acknowledge that I have read the agreement in full and fully understand and am aware of the legal consequences of submitting this document. I understand and agree that this document is legally binding and will preclude me from recovering monetary damages from the above mentioned persons for personal injury, property damage, or wrongful death caused by product liability or negligence, whether passive or active.

NAME

SIGNATURE

DATE (mm/dd/yyyy)