

Hold Harmless Agreement for Customers of Double D Fishing charters of NW Florida, LLC

R0 052524

ATTENTION: THIS DOCUMENT MUST BE READ AND FULLY UNDERSTOOD BEFORE SIGNING AND ACCEPTING AS PART OF THE BOOKING PROCESS. PLEASE PRINT OUT FOR EACH MEMBER OF YOUR PARTY TO SIGN AND GIVE TO THE CAPTAIN AT THE BEGINNING OF YOUR CHARTER.

This is a contract and such, do not sign it without reading and understanding it in its entirety. By signing this contract or accepting as part of the checkout process you give important legal rights. Do not sign this document or accept the checkout process unless you UNDERSTAND AND/OR ACKNOWLEDGE AND AGREE TO BE BOUND BY ITS CONDITIONS.
WAIVER AND RELEASE AGREEMENT

In consideration for my being permitted to participate in activities that are part of or are in any way with **Double D Fishing Charters of NW Florida, LLC**, I voluntarily agree to the following Waiver and Release:

As with all water sports, I UNDERSTAND AND Acknowledge THAT THERE ARE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED WITH TRANSPORT, BOATING, FISHING AND SNORKELING including but not limited to: equipment failure, perils of the sea, acts of other participants, adverse weather and sea conditions. Because of these risks, hazards and dangers, I UNDERSTAND AND/OR Acknowledge THAT SERIOUS ACCIDENTS CAN OCCUR FOR ANYONE THAT CAN NOT BE ELIMINATED, including but not limited to falling; encountering wildlife; being hit by other vessels or equipment; sun exposure; existing or developing medical conditions; injury and death (collectively risks). All of these and others not mentioned here as there are too many to list, may result in injuries severe enough to require serious medical care, an ambulance or hospitalization, and in short-term or long-term disability, dismemberment or death.

I UNDERSTAND AND/OR ACKNOWLEDGE THE RISKS ASSOCIATED WITH THESE ACTIVITIES AND HAVE HAD THE OPPORTUNITY TO DISCUSS THEM WITH **Double D Fishing Charters of NW Florida, LLC** AND ITS STAFF.

I UNDERSTAND AND/OR ACKNOWLEDGE, 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 care facility. I agree in advance to these conditions.

I UNDERSTAND AND ACKNOWLEDGE THAT THERE IS NO LIFEGUARD ON DUTY AND THAT I KNOW HOW TO SWIM. Therefore, if something goes wrong in the water, there is no trained lifeguard to assist me in any way. These activities are not available for non-swimmers, and by signing this document I UNDERSTAND AND/OR ACKNOWLEDGE, that I know how to swim and feel I can swim safely. In the event I showed signs of distress or call for aid, I WILL NOT hold **Double D Fishing Charters of NW Florida, LLC** or its staff responsible for their actions.

By signing this release, I UNDERSTAND AND/OR ACKNOWLEDGE, THAT I HAVE A DUTY TO:

EXERCISE REASONABLE CARE FOR MY OWN SAFETY, and the safety of others during any and all activities affiliated with **Double D Fishing Charters of NW Florida, LLC**

SAFEGUARD THE EQUIPMENT ASSIGNED TO ME AND/OR MY FAMILY and use it as instructed. In the event of loss or damage to the equipment due to me or my parties' negligence, either accidental or intentional, I acknowledge that I will be responsible for the cost of replacement of such equipment at a cost of \$150 per rod and/or \$200 per reel that is damaged, destroyed or lost overboard or otherwise unrecoverable. Fishing hooks, terminal tackle and line materials are excluded and considered normal consumables.

NOT REMOVE my Buoyancy control device (LIFE JACKET) at any time while the vessel is traveling on plane. I understand that doing so will constitute a violation of the safety rules and procedures for which I expressly assume the risks.

I UNDERSTAND AND/OR ACKNOWLEDGE, that I have the physical condition, the degree of skill and the knowledge necessary for me to ride on a boat and to engage in fishing safely. My participation in these activities is purely voluntarily. I will assume and accept any and all risks of injury or death. Therefore, I will not hold **Double D Fishing Charters of NW Florida, LLC**, its staff, contractors, or other personnel responsible if I am injured as a result of ANY problems (medical, accidental or otherwise) which occurred while fishing, riding a boat or otherwise participation on their trip.

I UNDERSTAND AND/OR ACKNOWLEDGE, CONSUMPTION OF ANY ILLEGAL DRUG may increase the risk of injury around water and boats, this activity is completely prohibited while being serviced by **Double D Fishing Charters of NW Florida, LLC**.

Customer Initials _____ Date Initialed _____

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I UNDERSTAND AND/OR ACKNOWLEDGE, **Double D Fishing Charters of NW Florida, LLC** its employees, contractors or any other personnel associated with the trip shall be held harmless from any and all claims for personal injury or death arising from or related to, directly or indirectly, the use or consumption of alcohol or drugs, even if the personal injury or death is caused in whole or in part by the negligence of **Double D Fishing Charters of NW Florida, LLC**.

Lastly, I for myself, KNOWINGLY AND INTENTIONALLY WAVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS **Double D Fishing Charters of NW Florida, LLC**, its employees, vessel owners, contractors or any other personnel, from and against any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable attorneys' fees), which are related to, arise out of, or are in any way connected with my participation in these activities including but not limited to, NEGLIGENCE of any kind or nature.

BY SIGNING THIS DOCUMENT or accepting as part of the checkout process on our online website www.doubledfishing.com. I ACKNOWLEDGE THAT IF ANYONE IS HURT OR KILLED OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN OR USE OF **Double D Fishing Charters of NW Florida, LLC** ACTIVITIES, PREMISES, FACILITIES OR EQUIPMENT, I may be found by a court of law TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST **Double D Fishing Charters of NW Florida, LLC**, on the basis of any claim from which I have released them by signing this document or accepting as part of the checkout process on our online website www.doubledfishing.com.

BY SIGNING THIS DOCUMENT or accepting as part of the checkout process on our online website, www.doubledfishing.com, I accept to be bound by the laws of the Commonwealth of The State of Florida and that any legal issue will be handled by the court in Santa Rosa County Florida. I also accept, that I fully understand the language that I choose to manage this web page.

WAIVER AND RELEASED AGREEMENT; INDEMNIFICATION

In consideration for THE MINOR, being permitted to participate in activities that are part of or are affiliated in any way to **Double D Fishing Charters of NW Florida, LLC**, I voluntarily agree, ON BOTH MY BEHALF AND THE MINORS BEHALF, TO THE WAIVER AND RELEASE AGREEMENT ABOVE MENTIONED.

BY SIGNING THIS DOCUMENT or accepting as part of the checkout process on our online service www.doubledfishing.com, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR KILLED OR PROPERTY IS DAMAGED DURING THE MINORS PARTICIPATION IN OR USE OF **Double D Fishing Charters of NW Florida, LLC** ACTIVITIES, PREMISES, FACILITIES OR EQUIPMENT, I may be found by a court of law TO HAVE WAIVED BOTH THE MINORS RIGHT AND/OR MY RIGHT TO MAINTAIN A LAWSUIT AGAINST **Double D Fishing Charters of NW Florida, LLC**, on the basis of any claim from which I or the minor have released them by signing this document.

I HAVE HAD ENOUGH TIME AND OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE CAREFULLY READ AND CLEARLY UNDERSTAND AND/OR ACKNOWLEDGE AND AGREE TO BE BOUND BY ITS TERMS, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT. I UNDERSTAND THAT ALL PARTICIPANTS MUST SIGN THIS WAIVER PRIOR TO DEPARTURE FOR THE CHARTER.

Customer Signature _____

Customer Printed Name _____

Parent or Guardian's Signature if the participant is a Minor _____

Printed name of Parent or Guardian _____

Date Signed _____