BOAT PASSENGER WAIVER

PASSANGER PARTICIPATION ON THE RECREATIONAL CHARTER BOAT - UNCONDITIONAL GENERAL RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH BOAT RIDE AND RELATED ACTIVITIES AND INDEMNITY AGREEMENT

PRINT NAMES IN PARTY_____

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1. I wish to participate as a passenger on the recreational charter boat ride being operated by Contoor, LLC (the DBA "**AquaQuo**" and "**AquaQuo Boat Rental**"), and I acknowledge that my participation in the AquaQuo Boat Rental ride is completely voluntary.

2. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH BOATING, including, but not limited to equipment failure, perils of the sea, harm caused by other vessels, acts of fellow participants, entering and exiting the water, boarding or disembarking boats, and activities on the docks.

3. I fully assume responsibility for my own safety (including, without limitation, following all directions of the boat's captain and crew) while participating in the AquaQuo Boat Rental, and verify that I am physically able to participate.

4. I fully understand 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 facility. I agree in advance to these conditions.

5. No person associated with Contoor, LLC (the DBA "AquaQuo" and "AquaQuo Boat Rental") has made any express or implied representation to me that they or the boat's crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid I would like assistance and will not hold any person or entity responsible for their actions in attempting the performance or rescue or first aid.

6. Having read this wavier, I agree to RELEASE from LIABILITY and HOLD HARMLESS Contoor, LLC (the DBA "AquaQuo" and "AquaQuo Boat Rental"), along with its respective officers, directors, employees, owners, members, managers, affiliates, agents, representatives, attorneys, heirs, personal representatives, successors and assigns, all individuals associated with the AquaQuo Boat Rental, and all individuals and entities having an interest in the boat being used for the AquaQuo Boat Rental, from any and all liability, claims, demands, equitable relief, damages, costs, expenses, and causes of action of any kind or character, of any type or nature whatsoever (including negligence), arising out of the AquaQuo Boat Rental.

7. I authorize "AquaQuo Boat Rental" to use any photographs, personal narrative, interviews, or audio and video recording of my participation in the AquaQuo Boat Rental for any and all purposes.

8. I certify that I have read this document and agree with its contents.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

Adult Participant (Name, Please Print) _____ Signature _____ Date _____

Agent or Witness (Name, Please Print) _____ Signature _____ Date _____

Signature of Parent or Guardian If Participant Is a Minor, and by their signature they, on my behalf release all claims that both they and I have.

_____ Name of Minor (Please Print)

_____ Name of Minor (Please Print)

_____ Name of Minor (Please Print)

Parent Or Guardian (Name, Please Print) _____Signature _____ Date_____