

**WAIVER AND RELEASE FROM LIABILITY  
FOR VOLUNTARY PARTICIPATION IN AN INHERENTLY DANGEROUS ACTIVITY**

**FRIENDLY WAVES BOAT CHARTERS, LLC**

In consideration of the valuable conditional privilege of using, enjoying or allowing myself, my child, stepchild or other person under my care or guardianship to ride, enjoy, board or otherwise be in close proximity during the operation of that certain Boat owned and operated by **FRIENDLY WAVES BOAT CHARTERS, LLC** ("Friendly Waves Boat Charters"), I the undersigned ("I"), for myself and any persons under my care or guardianship, hereby acknowledge the following warnings, assume the risks associated with the Boat, waive any rights to recover from injuries I may sustain or damage to my property, and hereby indemnify, hold harmless and release from liability Friendly Waves Boat Charters, its driver, and other occupants (the "Released Parties"), and agree to abide by the Rules of Use listed below, or rules otherwise posted in the vicinity of the Boat during its operation, by executing this Waiver and Release ("Agreement"). I further acknowledge that participating in the use, enjoyment, operation or otherwise being in close proximity to the Boat is voluntary, and if I elect to use it or allow any person under my care of guardianship to use it, that such use is solely the result of our desire for the entertainment value it provides, and not as a result of any expectation or pressure from Friendly Waves Boat Charters or the other Released Parties. I hereby confirm that I and any person under my care or guardianship are in good physical condition and do not suffer from any disabilities or physical conditions that place us or others at risk or otherwise should prohibit our use of the Boat.

**WARNING**

**The Boat is inherently dangerous, and you or your child could be seriously injured, otherwise grievously harmed or even killed by using or being in close proximity to it. Personal property could also be damaged or completely destroyed by using or being in close proximity to it.**

**Initial**

**WAIVER AND RELEASE**

I fully understand the above Warning, and assume all risk associated with the use and enjoyment of the Boat, including the risk of injury, death, or property damage or destruction. I shall not hold liable the owner of the Boat, the operator of the Boat, owner of the real property upon which the Boat is being operated, event organizers, volunteers, officers, directors, successors and assigns, heirs, representatives, legal counsel, sponsors, employees, third party contractors, agents, or anyone affiliated with them for any circumstances (collectively the "Released Parties), including without limitation the following:

**Friendly Waves Boat Charters, LLC  
Steven Simard- Operator**

I hereby waive and release, indemnify, hold harmless and forever discharge the Released Parties none whom admit any liability to the undersigned, but who all expressly deny liability, from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, which I have or may hereafter have, arising from or in any way relating to my or any persons under my care or guardianship's participation in any of the events or activities conducted by the Released Parties related directly or indirectly to the Boat, its use, the premises of the Released Parties, or for the benefit of the Released Parties.

**RULES OF USE**

1. It is your responsibility to safely secure yourself and all minors under your care during operation of the Boat. There may or may not be seatbelts; therefore, you may bring your own additional restraint systems and use or refrain from using the same at your own risk.

2. All riders must be seated during operation of the Boat.
3. In addition to enjoying the Boat, this Agreement also covers all watersports that may be entertained, use of inflatable in the water near the Boat, Swimming near the boat, and other activities in direct correlation of use while on the Boat,
4. There shall be no consumption of alcohol, even by legal adults, during operation or enjoyment of the Boat. Should alcohol be consumed by a legal adult, this is entirely at your own risk.
5. The Boat is not recommended for use by children under the age of 5, the disabled or the elderly.
6. Keep your hands, feet and other body parts inside the Boat at all times.
7. Boarding or off boarding the Boat is dangerous. Do so at your own risk.
8. Remove glasses, jewelry, and anything else that may be lost or become entangled while using the Boat.
9. Do not climb or hang from the interior or exterior of the Boat.
10. The Boat is not registered with any governmental entity.

**ADDITIONAL TERMS**

This Agreement contains the full and complete agreement between the Parties. The terms are contractual and not merely a recital, and the Agreement supersedes any and all prior written or oral agreements and representations between the Parties.

Any additions to or changes in this Agreement are invalid unless expressly set forth in writing and agreed to by the Parties. This Agreement shall bind the undersigned and his or her spouse, heirs, next of kin, executors, administrators, representatives, successors and assigns. If signed by one parent or guardian, the signor certifies it has the authority to execute this document, and will indemnify and hold Released Parties harmless from any and all claims of other parents, legal guardians, or alleged interested parties.

This Agreement shall be governed by the laws of the State of Florida, and venue for all disputes shall be Lee County, Florida.

The provisions of this Agreement shall remain in full force and effect even after termination of the Parties' activities.

I acknowledge that I have read, understand, and fully agree to the terms of this Agreement, and by signing I am giving up certain rights, and that the value of the privilege of using and enjoying the Boat is adequate consideration for me giving up these rights. I affirm that my signature below is made voluntarily, under no duress or threat of duress, without inducement, promise, or guarantee being communicated to me. I am 18 years of age or older and mentally competent to enter into this Agreement.

\_\_\_\_\_  
NAME(S) OF THOSE UNDER MY CARE OR GUARDIANSHIP

\_\_\_\_\_  
PRINTED NAME OF PARENT OR GUARDIAN

\_\_\_\_\_  
SIGNATURE OF PARENT OR GUARDIAN

DATED: \_\_\_\_\_