



OLD GLORY CHARTERS, LLC RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

EXECUTION OF THIS DOCUMENT WAIVES THE RIGHT TO BRING A CLAIM FOR DAMAGES YOU AND ANY MINORS FOR WHOM YOU ARE THE PARENT OR LEGAL GUARDIAN MAY INCUR: READ CAREFULLY BEFORE EXECUTING.

In consideration of you, and any minors for whom you are the parent or legal guardian, being permitted to participate in boating charter services provided by Old Glory Charters, LLC (the "Activity") and the use of any of the equipment during the Activity which is owned by Old Glory Charters, LLC (the "Equipment") as well as other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, I, for my heirs, executors, administrators or assigns and any persons, firms or corporations in privity with them, and on behalf of and as the parent or legal guardian of any minors for whom I am responsible (collectively the "Releasers"), do now by execution of this Release, Waiver of Liability and Indemnity Agreement (the "Release"), which shall be binding upon and enforceable against the Releasers:

- 1. HEREBY, RELEASE, WAIVE AND DISCHARGE OLD GLORY CHARTERS, LLC** its subsidiaries, assigns, insurers, successors, agents, attorneys, owners, officers, trustees, employees, directors, or any relatives of employees, agents and owners, (hereinafter collectively the "Releasees") from any and all liability, actions, claims, damages, costs or expenses, and demands whatsoever, whether in law or equity, which Releasers may have, now or in the future, or which Releasers' heirs, executors, administrators or assigns hereafter shall or may have arising out of, relating to, or in any way connected with Releasers' participation, in the Activity, including, but not limited to, injuries to Releasers' person or property, including death, before, during or after Releasers' participation in the Activity, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, BEFORE, DURING, OR AFTER THE ACTIVITY.**
- 2. RELEASORS HEREBY ASSUME FULL RESPONSIBILITY FOR AND ACCEPT ALL RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE WHILE RELEASORS ARE PARTICIPATING IN THE ACTIVITY.** Releasers further accept this risk being aware and now acknowledging that any recreational, physical or other activity, including but not limited to, boating, swimming and/or fishing in which Releasers may **engage in is inherently dangerous or hazardous to Releasers'**

health and may involve the risk of serious injury and/or death and/or property damage.

Releasors agree to be fully responsible for inspecting all Equipment that they may use during the Activity. Releasors agree to be fully responsible for being aware of the proper way in which the Equipment is to be used during the Activity. Releasors acknowledge and agree that they should consult a physician before engaging in any of the physical activities identified above that are associated with the Activity. Releasors accept the risks associated with and relating to engaging in the physical activities that are associated with the Activity without first consulting a physician. Releasors further agree that the Releasees shall have no responsibility for, nor liability for, any injuries Releasors may receive due to their failure to properly conduct or perform any activities during their participation in the Activity or due to any condition of the Equipment used during the Activity.

3. **RELEASORS HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASEES**, from and against all liability, actions, claims, damages, costs, or expenses, including reasonable attorneys' fees, and demands whatsoever, whether in law or equity, which Releasors, now or in the future, or which their heirs, executors, administrators or assigns hereafter shall or may have arising out of or in any way connected with their participation in the Activity or their use of the Equipment during the Activity, including but not limited to injuries to Releasors' person or property, including death, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, while Releasors are participating in the Activity and/or using the Equipment of Releasees.
4. **COVENANT NOT TO SUE.** Releasors will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against the Releasees, nor will they join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by Releasors, other parties, or Releasors' (or others') property in connection with their participation in the Activity, and Releasors waive any right they may have to do so. This means that Releasors cannot sue to hold Releasee responsible for any injury, loss, or damage sustained by Releasors, other parties, or Releasors' (or others') property in connection with the Activity, even if it is due to the negligence, injudicious act, omission, or other fault of Releasee. Releasors waive their insurers' right to make a claim against Releasee based on payments by insurers to Releasors or on Releasors' behalf for any reason. This means Releasors' insurers have no rights of subrogation against Releasee.
5. **MEDICAL EXPENSES.** Releasors hereby consent to receive medical treatment which may be deemed necessary in the event of any illness, accident, or injury, or medical emergency resulting from or in connection with Releasors' participation in the Activity and understand that Releasors are solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation.
6. **REPRESENTATIONS.** The individual executing this Release on behalf of the Releasors is over eighteen (18) years of age. The individual executing this Release is the parent or the legal guardian, as defined in Florida Statutes 744.301, of all minors identified in the Registration Form and who will

be participating in the Activity. Releasors are in good health, in proper physical condition, and do not have any medical or other conditions that would impair their ability to participate in the Activity.

7. **COVENANTS.** The Releasors will follow any and all instructions, recommendations, and cautions of Releasee at all times during the Activity. Releasors will comply with all Applicable Laws while participating in the Activity.
8. **GENERAL.** It is Releasors' desire and intent that the words, terms, provisions, covenants, and remedies contained in this Release shall be enforceable to the fullest extent permitted by Applicable Law (defined below). If any portion of this Release is held invalid, the remainder shall not be affected and shall continue in full legal force and effect. That shall include modifying the Release to allow any remaining claims to be waived, released, and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this Release shall continue from this date forever. This Release constitutes the entire agreement between Releasees and Releasors and supersedes any previous or contemporaneous discussions or agreements between them in respect of these matters.
9. **CONFIDENTIAL, BINDING ARBITRATION.** In the event of any conflict or controversy with respect to this Release, the Releasors and Releasees shall submit themselves to confidential, binding arbitration, and shall agree on the selection of an arbitrator who can administer arbitration under the rules of the American Arbitration Association ("AAA"), applying its Commercial Arbitration Rules, and is listed as an arbitrator approved by the AAA, and who can arbitrate in Pinellas County, Florida.

RELEASORS SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THIS RELEASE IS NOT INTENDED TO BE A GENERAL RELEASE SUBJECT TO LIMITATIONS AND CONDITIONS THAT WOULD OTHERWISE APPLY UNDER APPLICABLE STATE LAWS, ORDINANCES, STATUTES, RULES, AND REGULATIONS (COLLECTIVELY, "APPLICABLE LAW"), AND ADDITIONALLY AGREE TO WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO RELEASORS UNDER APPLICABLE LAW. RELEASORS FURTHER EXPRESSLY AGREE THAT THIS RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OF THE STATE OF FLORIDA, IS NOT UNCONSCIONABLE, IS FULLY ENFORCEABLE IN A COURT OF LAW AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE OF THIS RELEASE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

RELEASORS HAVE READ AND FREELY AND VOLUNTARILY EXECUTED THIS RELEASE WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE OF ANY NATURE BEING MADE TO RELEASORS. RELEASORS FULLY UNDERSTAND ALL THE TERMS OF THIS RELEASE, AND THAT RELEASORS ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY EXECUTING THIS RELEASE. RELEASORS AGREE THAT RELEASORS CANNOT RELY ON ORAL REPRESENTATIONS AND/OR STATEMENTS AND RELEASORS AGREE THAT TO THE EXTENT ANY ORAL REPRESENTATIONS AND/OR STATEMENTS WERE MADE, THOSE ORAL REPRESENTATIONS AND/OR STATEMENTS ARE UNENFORCEABLE. RELEASORS

UNDERSTAND AND AGREE THAT THIS RELEASE SHALL SUPERCEDE AND REPLACE ALL SUCH ORAL REPRESENTATIONS AND/OR STATEMENTS.

For Myself:

Name: _____

Date of Birth: _____

Signature: _____

I am Over 18: YES NO

THE INDIVIDUAL SIGNING THIS RELEASE MUST BE OVER THE AGE OF 18. IF SOMEONE UNDER THE AGE OF 18 WISHES TO PARTICIPATE IN THE ACTIVITY, PRIOR TO PARTICIPATING IN THE ACTIVITY OR THE USE OF THE EQUIPMENT ASSOCIATED WITH THE ACTIVITY, THE CHILD'S PARENT OR LEGAL GUARDIAN MUST COMPLETE THE FOLLOWING SECTION BELOW.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IN THE ACTIVITY IF YOU DO NOT SIGN THIS FORM.

FOR MINOR(S):

I HEREBY AFFIRM THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR(S) LISTED BELOW.

Parent's Name: _____ Parent's Signature: _____

Child's Name: _____ Child's Date of Birth: _____

Child's Name: _____ Child's Date of Birth: _____

Child's Name: _____ Child's Date of Birth: _____