

WAIVER & RELEASE AGREEMENT IN TOO DEEP CHARTERS

This is a release of liability and waiver of certain legal rights In consideration for my being permitted to participate in the activities of In Too Deep Charters, I agree to the following Waiver and Release: At time of online booking by checking the agreement box, you agree to all terms, secondly by signing the online waiver sent to you after booking you are consenting your legal rights which we inform you of below.

I acknowledge that fishing has inherent risks, hazards, and dangers for everyone, that cannot be eliminated. I UNDERSTAND THAT THESE RISK, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION.

- 1 Weather and environmental hazards including any vehicles taken
- 2 Injuries from fishing equipment and other participants;
- 3 Encounters with wildlife, animals, and insects;
- 4 Temperature extremes;
- 5 Inclement weather conditions and unavailability of immediate medical attention while on the water.

I understand the risks, hazards, and dangers of this trip and have the opportunity to discuss them with your Captain and/or event staff. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical condition and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate, and I elect to participate despite the risks. I AM VOLUNTARILY USING THE SERVICES OF IN TOO DEEP CHARTERS WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS

INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS In Too Deep Charters, their directors, officers, agents, employees, and volunteers from and against and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in the activity including, but not limited to. NEGLIGENCE of any kind of nature whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals, or equipment, whether such damage, loss, injury, paralysis, or death the result from the negligence of fishing or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue In Too Deep Charters. As a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of fishing.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGNED THIS WAIVER AND RELEASE AGREEMENT.