



CAPTAIN ROD JOHNSON-SPECIALIZING IN:

- MANATEE TOURS
- FISHING & SCALLOPING
- APPETIZER/SUNSET CRUISES

352-559-3399

RODSFLORIDACHARTERS@GMAIL.COM

MANATEESNORKELTOUR.COM

Waiver and Release of Liability

1. In consideration of my participation in and purchase of any boat tour option made available (the "Activity"), onboard any Vessel (the "Vessel") provided, I, the paying party (the "Patron"), hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, ROD'S FLORIDA CHARTER SERVICE, a Florida sole proprietorship, its members, managers, shareholders, directors, officers, employees, independent contractors, representatives, insurers, successors and assigns (hereinafter collectively referred to as the "Releasees") from any and all liability, claims, demands, actions, theories of recovery, suits, trespasses, damages, judgments, executions, causes of action, costs, and expenses (including attorney fees and court costs), whatsoever, in law or in equity, arising out of or related to any loss, damage, disability or injury, including death, that may be sustained by me, or to any property belonging to me, any other Patron, or anyone participating under the age of eighteen (18) years of age that I or others are of direct or indirect guardianship during the participation in the Activity, while in, on, near, boarding, or exiting the Vessel, or subsequent to participating in the Activity, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE ACTIVE, PASSIVE, SOLE, CONTRIBUTORY, OR GROSS NEGLIGENCE OF THE RELEASEES AND REGARDLESS OF THE PRESENCE OF THE RELEASEES AT THE PREMISES AT THE TIME OF THE ACTIVITY, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorney fees that Releasees may incur due to my or any other Patron's participation of the Activity or anyone participating under the age of eighteen (18) years of age that I or others are of direct or indirect guardianship during the participation in the Activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

3 I attest that I, and anyone participating under the age of eighteen (18) years of age that I or others are of direct or indirect guardianship of, can swim and tread water for no less than ten (10) minutes without a floatation device. I acknowledge, appreciate, and agree: there is a risk of injury to my person or property from the Activity; and while particular rules, regulations, equipment, and personal discipline may reduce this risk, the risk of injury does exist; and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my participation in the Activity; and, I willingly agree to comply with the customary terms, conditions, rules and regulations of Releasees for participation in the Activity. If, however, I observe any unusual or significant hazard during my participation in the Activity, I will immediately request the Vessel return to its origin.

4. It is my express intent that this Waiver and Release of Liability shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida. I expressly agree that this Waiver and Release of Liability is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN PURCHASING ANY SERVICES OFFERED BY THE RELEASEES AND BOARDING THE VESSEL, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver and Release of Liability, fully understand its clear, unambiguous, and unequivocal terms, understand that I have given up substantial rights by, freely and voluntarily without inducement as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent or guardian of any Patron under the age of eighteen (18) years of age; and I acknowledge, appreciate, and agree to this Agreement for full, adequate and complete consideration fully intending to be bound by same.

SIGNATURE	DATE	SIGNATURE	DATE

If signing this document digitally or electronically you are attesting your signature is legally binding per the ESIGN Act of 2000 and the Uniform Electronic Transactions Act (UETA).