

**"BANKS CHANNEL CHARTER CO."**

**COMPLETE LIABILITY RELEASE**

**Inherent Risks/Assumption of the Risks** I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH boarding and riding aboard a boat/water vessel, including but not limited to equipment failure, perils of the sea, acts of other participants, and adverse sea and weather conditions, and I HEREBY ASSUME SUCH RISKS. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO. I assert that I am physically fit to ride on a boat, and I will not hold the vessels **"BANKS CHANNEL CHARTER CO."** or their employees, captain, crew, agents or other associated personnel responsible if I am injured as a result of ANY problems (medical, accidental or otherwise) which occur while chartering the boat or otherwise participating in the tour.

**Medical Attention** I fully understand that the vessels **"BANKS CHANNEL CHARTER CO."** have limited medical facilities and that in the event of illness or injury, appropriate 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. **"BANKS CHANNEL CHARTER CO."** vessels have made no representations to me, implied or otherwise, that they or their 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 **"BANKS CHANNEL CHARTER CO."** or their captain, crew or passengers responsible for their actions in attempting the performance or rescue of first aid.

**Lost Items** I acknowledge that while taking the boat tour any loose items, I bring on the trip may fall into the water or be blown off or from the boat by the wind. I agree to assume all responsibility for any items I bring on the trip and will not hold **"BANKS CHANNEL CHARTER CO."** and vessels or their employees, captain, crew, agents or other associated personnel liable for any damage or loss that may occur to personal property. These items may include, **but are not limited to** cell phones, hats, sunglasses, binoculars, jewelry, wallets, purses, cameras, camcorders or any other personal belongings.

**Life Jacket Warning and Offering** I, for myself and/or on behalf of my child and/or legal ward, have been fully warned and advised by and its captain an **"BANKS CHANNEL CHARTER CO."** or crew that a life jacket should be worn while riding in the vessel from which the tour is given. I acknowledge that and its captain an **"BANKS CHANNEL CHARTER CO."** Or crew has offered the use of a proper life jacket. If I choose to forego wearing a life jacket, I assume any and all liability that may result from my failure to wear the life jacket. I also understand and will enforce with minor participants that it is MANDATORY THAT ALL CHILDREN AGE 13 AND UNDER MUST WEAR A LIFE JACKET AT ALL TIMES while on the vessel.

**Release of Liability** I agree to forever discharge and release **"BANKS CHANNEL CHARTER CO."** its captain, crew, employees and agents, the owner(s) of, and affiliates, from all and any responsibility or liability **"BANKS CHANNEL CHARTER CO."** for all injuries or damages. I agree NOT to make a claim against or sue any of the above parties for injuries or damages whether they arise or result from any NEGLIGENCE, EVEN IN CASES OF GROSS NEGLIGENCE or other liability. I further specifically agree on behalf of myself, my heirs and assigns, to indemnify and hold harmless the released parties for all causes of action arising as a consequence of any incidents which might occur as a consequence of my participation in any boating and/or fishing activities with or involving the released parties. I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE. FOREVER INTO THE FUTURE.

Signature:  Date: \_\_\_\_\_

Print name: \_\_\_\_\_

For participants under 18 years of age:

Children's printed names: \_\_\_\_\_

Children's printed names: \_\_\_\_\_

(Signature of Legal Guardian or Parent):  Date: \_\_\_\_\_

