



## **Release of Liability, Assumption of Risk & Indemnity Agreement**

READ CAREFULLY — THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS

This Release of Liability, Assumption of Risk & Indemnity Agreement (“Waiver”) is executed by the undersigned participant/renter (“Participant,” “I,” “me,” “my”) in favor of Little Philly Sea Adventures (“Company,” “we,” “us,” “our”), including its owners, officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, “Released Parties”).

### **1) Activities Covered**

This Waiver applies to all activities, services, and use of equipment provided or arranged by Company, including but not limited to: boat rentals, pontoon rentals, personal watercraft (“PWC” / jet ski) rentals, guided or unguided tours, docking/launching, transportation by vessel, swimming, snorkeling, use of floating mats or inflatables, and related water or marine activities (collectively, the “Activities”).

### **2) Acknowledgement of Inherent Risks**

I understand and acknowledge that the Activities involve inherent and significant risks, including but not limited to: drowning; near-drowning; collision with vessels, fixed objects, docks, or submerged hazards; falls; propeller or jet-drive injury; blunt force trauma; sprains/strains; cuts/lacerations; burns; exposure to sun/heat; dehydration; motion sickness; marine life encounters (including stings/bites); rough seas/wakes; changing weather and water conditions; equipment malfunction; negligence of other participants/boaters; and the remote nature of some waterways which may delay emergency response.

I understand these risks may result in serious injury, permanent disability, death, or property damage.

### **3) Assumption of Risk**

I voluntarily choose to participate in the Activities and assume all risks, known and unknown, foreseeable and unforeseeable, inherent or otherwise, even if arising from the ordinary negligence of the Released Parties to the fullest extent permitted by law.

Initials (if required): \_\_\_\_\_



#### **4) Participant Responsibilities and Safety Rules**

I agree that I will:

- Follow all safety instructions, briefings, rules, signage, and operating-area limits provided by Company.
- Operate any vessel/PWC in a safe and prudent manner and comply with all applicable laws and regulations.
- Ensure all passengers wear life jackets when required and as directed.
- Not operate any vessel/PWC under the influence of alcohol, marijuana, illegal drugs, or impairing medications.
- Not exceed the manufacturer's rated capacity or allow unauthorized operators.
- Immediately notify Company of any unsafe condition, injury, accident, damage, or mechanical issue.

#### **5) Medical Fitness**

I represent that I am physically and mentally capable of participating, have no condition that would increase risk (including but not limited to cardiac conditions, seizures, fainting, severe allergies, pregnancy complications, or other limitations) unless disclosed to Company in writing and approved. I accept full responsibility for my participation regardless of fitness level.

#### **6) Release of Liability (Waiver of Claims)**

To the fullest extent permitted by law, I release, waive, discharge, and covenant not to sue the Released Parties from any and all claims, demands, causes of action, damages, liabilities, losses, costs, or expenses of any kind arising out of or related to my participation in the Activities or use of Company equipment, including claims for personal injury, death, property damage, or economic loss, whether caused by ordinary negligence of the Released Parties or otherwise.

This release does not apply to gross negligence or intentional misconduct to the extent such waiver is prohibited by applicable law.

Initials (if required): \_\_\_\_\_



## **7) Indemnification and Defense**

I agree to indemnify, defend, and hold harmless the Released Parties from and against any claims, demands, suits, actions, fines, penalties, damages, costs, and attorneys' fees arising out of or related to:

- (a) my participation in the Activities;
- (b) my violation of this Waiver, Company rules, or applicable law;
- (c) my negligence, recklessness, or intentional misconduct; or
- (d) claims brought by or on behalf of any passenger, minor, or third party related to my actions or omissions.

Initials (if required): \_\_\_\_\_

## **8) Damage to Equipment / Financial Responsibility (Optional but Strong)**

I agree that I am 100% financially responsible for loss of, theft of, or damage to Company equipment occurring during my rental/participation, including recovery/towing, repairs, replacement, cleaning, and missing gear, as allowed by the rental agreement and applicable law. I authorize Company to charge the payment method on file for amounts due.

## **9) Emergency Medical Authorization**

If an accident or emergency occurs, I authorize Company and/or emergency personnel to provide or obtain medical treatment for me and/or any minor for whom I am responsible. I understand I am solely responsible for all medical costs and that Company does not provide health insurance.

## **10) Personal Property**

I understand Company is not responsible for loss, theft, or damage to my personal property (including phones, cameras, wallets, jewelry). I assume all risk for personal items brought aboard.



### **11) Photo / Video Release (Optional)**

I grant Company permission to use photographs, video, and audio recordings of me and/or my minor child taken during the Activities for marketing, advertising, and promotional purposes, without compensation.

I AGREE    I DO NOT AGREE

Initials confirming my selection (if required): \_\_\_\_\_

### **12) Minors — Parent/Guardian Consent and Release**

If signing as a parent or legal guardian (“Guardian”) for a minor (“Minor”), I certify I am the Minor’s legal guardian and I consent to the Minor’s participation. On behalf of myself and the Minor, I agree to all terms of this Waiver, including assumption of risk, release, and indemnification. I further agree to indemnify the Released Parties from any claims brought by or on behalf of the Minor or any other person arising from the Minor’s participation.

### **13) Choice of Law, Venue, Severability**

This Waiver is governed by the laws of the State of Florida. Venue for any dispute shall be in Manatee County, Florida, unless otherwise required by law. If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.

### **14) Entire Agreement; Electronic Signature**

This Waiver is the entire agreement regarding liability and risk for the Activities and supersedes prior discussions or representations. I agree that electronic signature, digital initials, or acceptance through an online booking/waiver platform is valid and enforceable.

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## Participant Acknowledgement & Signature

I HAVE READ THIS WAIVER, FULLY UNDERSTAND IT, AND SIGN IT FREELY AND VOLUNTARILY. I UNDERSTAND I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant Full Name: \_\_\_\_\_

DOB: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

I consent to the use of an electronic signature.

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

If Parent/Guardian of Minor

Minor Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Guardian Name: \_\_\_\_\_

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

### HEY THERE! QUICK STEP TO LOCK EVERYTHING IN

Please download the waiver, initial + sign it, then email the completed waiver to [jeffrey.burns@little-philly.com](mailto:jeffrey.burns@little-philly.com).  
Once we receive it, you're all set for your day on the water!