



The Water Traveler LLC
1200 4th Street # 851 Key West, FL 33040
530.580.8405
thewatertraveler.com

WAIVER AND RELEASE OF LIABILITY

Participant's Name: _____
Address: _____
Date of Birth: _____
Phone Number: _____
E-Mail: _____
Name and Phone Number
of Emergency Contact: _____

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE LEGAL RIGHTS INCLUDING THE RIGHT TO SUE The Water Traveler LLC.

I understand that the risks of participating in a captained boat charter, include, but are not limited to: (1) changing water flow, tides, currents, waves and turbulence from other ships; (2) collisions with other participants, the watercraft, other watercrafts, and man-made or natural objects; (3) wind shear, inclement weather, lightning, variance and extremes of wind, weather, and temperature; (4) disturbance of balance, physical condition, ability to operate equipment, and swim as a result of participation in the activity; (5) capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; (6) equipment failure or operator error, (7) heat or sun related injuries, including sunburn, sunstroke, or dehydration; (8) fatigue, chill and/or dizziness (which may diminish reaction times and increase the risk of accidents), and (9) injuries while boarding or debarking the watercraft, swimming, wakeboarding, water-skiing, or tubing. I further acknowledge that I have been advised to wear a U.S. Coast Guard approved flotation device aboard any watercraft and that any minors in my group are required to wear a U.S. Coast Guard approved flotation device aboard any watercraft.

The undersigned hereby agrees to release and discharge The Water Traveler LLC, a Florida corporation (the "Company") and its agents, owners, officers, volunteers, employees, and all other persons or entities action in any capacity of its behalf, the Company, on behalf of the participant, the participant's heirs, assigns, personal representatives and other successors as follows:

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I have read and understood the above warning concerning the activity. I hereby choose to accept the risks of the activity, whether identified above or not. My participation in the activity is purely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against the Company and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with my/our participation in the activity. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss,

including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen, whether caused by the negligence of the Company or otherwise.

INDEMNIFICATION: The undersigned agrees to indemnify and save and hold harmless the Company and its agents from any loss, liability, damage or cost they might incur due to their participation in the activity whether caused by the negligence of the Company or otherwise.

ALCOHOL POLICY: NO ONE UNDER 21 YEARS OF AGE WILL BE SERVED AN ALCOHOLIC BEVERAGE DURING THE ACTIVITY, AND THE COMPANY RESERVES THE RIGHT TO REQUIRE TWO FORMS OF IDENTIFICATION, INCLUDING ONE PICTURE ID, AS PROOF OF AGE FOR ANY PERSON WHO REQUESTS ALCOHOLIC BEVERAGES. Alcohol sales cannot occur while the boat is at dock. Sales of alcoholic beverages may begin 30 minutes prior to departure and may continue for 30 minutes after returning.

CHOICE OF LAW: I understand and agree that the law of the State of Florida will apply to this release.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Date: _____

Signature of Participant

Print Name of Participant

SIGNATURE OF PARENT OR GUARDIAN IF PARTICIPANT IS LESS THAN 18 YEARS OLD:

The undersigned irrevocably grants permission and consents to the Participant's participation in the activity described in the foregoing Waiver and Release of Liability.

Signature of Parent/Guardian

Print Name of Parent/Guardian

Phone number (for use in emergencies)