

# Fry's Cruising LLC

## Waiver of Liability

I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH POWERBOATING, SWIMMING, HIKING, ETC, 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 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 vessel and/or Fry's Cruising LLC. or their employees, 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 trip.

I fully understand that the vessel has 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.

Fry's Cruising LLC. and vessel 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 Fry's Cruising or vessel, their crew or passengers responsible for their actions in attempting the performance or rescue of first aid.

I agree to forever discharge and release Fry's Cruising LLC., vessel, its employees and agents, the owner(s) of Fry's Cruising LLC., vessel, and affiliates, from any and all responsibility or liability for any and 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 or other liability, EVEN IN CASES OF GROSS NEGLIGENCE. I further specifically agree, on behalf of myself, my heirs and assigns, to indemnify and hold harmless the released parties for any and all causes of action arising as a consequence of any incidents which might occur as a consequence of my participation in any 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.

Date of signature (this release is not intended to expire): \_\_\_\_\_

Local Accommodations: \_\_\_\_\_

Primary Signature: \_\_\_\_\_ : Print name: \_\_\_\_\_

Names of others in group: \_\_\_\_\_

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

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