

# Psalty Adventures

## ASANTE/HATTITUDE

### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

As consideration for being permitted to participate in fishing and/or diving and/or transportation charters operated by Hattitude, the undersigned, for myself, my personal representatives, heirs and for any minor children for whom I am parent, legal guardian or otherwise responsible.

- ACKNOWLEDGE RISKS.** I acknowledge that some, but not all, of the risks of participating in fishing and/or diving and/or transportation charters operated by Hattitude include: (a) changing water flow, tides, currents, wave action and boat wakes; (b) collision with other participants, the watercraft, other watercraft, and manmade or natural objects; (c) variances and extremes of wind, weather and temperature, and injuries or illnesses such as sunburn, sunstroke or dehydration caused by heat and/or sun; (d) boat and/or equipment failure, operator error, and/or drowning; insects and marine life; (f) fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident; and (g) the extent to which I have a sense of balance, physical coordination, ability to operate boat and fishing equipment, swim, dive and/or follow directions and any physical imitations or allergies which I truthfully listed below.
- EXPRESS ASSUMPTION OF RISK.** I hereby agree to assume responsibility for all risks of activity, whether identified above or not. EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE of Hattitude, its officers, directors, employees, agents and insurers (collectively "Releasees"). My/our participating in Hattitude fishing and/or diving and/or transportation charters and related activities are purely voluntary. I assume full responsibility for myself and any minor children for whom I am responsible, for bodily injury, accident, illness, paralysis, death, loss of personal property and expenses that may occur while we participate, EVEN IF CAUSE, IN WHOLE OR IN PART, and BY THE NEGLIGENCE OF RELEASEES.
- RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE.** I hereby release, wave, discharge and covenant not to sue Releasees for any and all loss or damage or claim or demand because of injury arising out of or related to Hattitude fishing, and/or diving and/or transportation charters and related activities, even if caused by the negligence of Releasees.
- AGREE TO DEFEND, INDEMNIFY, AND SAVE.** I hereby agree to defend, indemnify, and save Releasees from any and all loss, liability, damages or costs that they may incur that arise out of or are related to my/our participation in fishing and/or diving and/or transportation charters operated by Hattitude and related activities whether based on the passive or active negligence or any alleged breach of duty or otherwise of Releasees and for any loss, liability, and costs, including attorney's fees, that Releasees may sustain by violation of the covenant not to sue.

**I HAVE READ THIS DOCUMENT, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I AM GIVING UP SIGNIFICANT LEGAL RIGHTS BY SIGNING IT. I UNDERSTAND THAT THE TERMS OF THIS AGREEMENT ARE CONTRACTUAL AND NOT A MERE RECITAL. I INTEND THAT THIS DOCUMENT SHOULD BE AS ALL INCLUSIVE AS PERMITTED BY LAW AND THAT THE PURPOSE OF THIS DOCUMENT IS TO RELEASE HATTITUDE AND ALL OTHER RELEASEES FROM ALL LIABILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGES OR WRONGFUL DEATH AND ALL COSTS OF SUIT RELATED THERETO.**

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ PARTICIPANT'S NAME: (PRINT): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ BIRTH DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE OF PARENT OR LEGAL GUARDIAN IF PARTICIPANT IS UNDER 18: \_\_\_\_\_

EMERGENCY CONTACT NAME & TELEPHONE: \_\_\_\_\_

LIST ANY PHYSICAL LIMITATIONS AND/OR ALLERGIES \_\_\_\_\_

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