

**2024 HOLD HARMLESS AGREEMENT/LIABILITY WAIVER**

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARENTAL CONSENT AGREEMENT** Captain Jeremiah Mayville, Flat Attack Fishing Charters, LLC.

**IN CONSIDERATION** of being permitted to participate in any way in FISHING, Flat Attack Fishing Charters classes, instruction, activities, etc., (hereinafter "Activities") the undersigned, and the undersigned's personal representatives, assigns, heirs and next of kin hereby agrees to the following:

1. I ACKNOWLEDGE, AGREE AND FULLY UNDERSTAND the nature of the Activities and that I am qualified, in good health and in proper physical condition to participate in said Activity. I further agree and warrant that prior to participating I will personally inspect the facilities and equipment to be used (including but not limited to: boats, water craft, paddle boards, clothing, personal flotation devices, courses) and if at any time I believe or perceive anything or conditions to be unsafe, I will immediately advise the appropriate employees, coaches, persons of **Captain Jeremiah Mayville, Flat Attack Fishing Charters, LLC and volunteers** I will immediately discontinue and/or refuse to further participate in the Activity.
2. I ACKNOWLEDGE, AGREE AND FULLY UNDERSTAND THAT I and/or MY STUDENT WILL BE ENGAGING/PARTICIPATING IN ACTIVITIES THAT INVOLVE RISKS AND DANGERS OR SERIOUS BODILY INJURY AND/OR SOCIAL AND ECONOMIC LOSS, INCLUDING TEMPORARY OR PERMANENT DISABILITY, PARALYSIS, AND POSSIBLE DEATH. I ACKNOWLEDGE THAT SUCH RISKS AND/OR DANGERS MIGHT RESULT FROM MY OWN ACTIONS OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS PARTICIPATING IN THE ACTIVITY, THE CONDITIONS IN WHICH THE ACTIVITY TAKES PLACE, THE EQUIPMENT USED DURING THE ACTIVITY, NEGLIGENCE, CARELESSNESS OR RECKLESSNESS OF OTHERS, AND ANY OTHER RISKS OR DANGERS THAT ARE NOT KNOWN OR SEASONABLE OR READILY FORSEEABLE AT THE TIME. I FULLY UNDERSTAND, ACCEPT AND ASSUME ALL SUCH RISKS AND DANGERS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I INCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY.
3. WHEREFORE, I HERBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Captain Jeremiah Mayville, Flat Attack Fishing Charters, LLC and volunteers their respective administrators, directors, agents, offices, members, coaches, volunteers, employees, sponsors, advertisers, other participants, owners and lessors of the facilities and equipment used when participating in the Activity. I FURTHER RELEASE FROM ALL LIABILITY, CLAIMS, DAMAGES, DEMANDS, LOSSES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, CARELESSNESS AND/OR RECKLESSNESS OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS.
4. I FURTHER UNDERSTAND AND AGREE that if, despite the **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**, I or anyone on my behalf, makes a claim against any of the Releasees, I will **INDEMNIFY, SAVE AND HOLD HARMLESS EACH AND EVERY RELEASEE HERE TO** from any and all litigation, arbitration, or mediation expenses, attorney fees, loss, liability, damage or costs which may be incurred as a result of such claim.

I acknowledge and understand that FISHING and Flat Attack Charters classes are an activity that is conducted in locations that may be remote from outside help in the event of accident or emergency. The Activity is therefore subject to all risks associated with cold water, extreme weather conditions and difficult rescue and evacuation of injured persons.

I further acknowledge and affirm that as a participant in the Activity, I am not an employee of Captain Jeremiah Mayville, Flat Attack Fishing Charters, LLC, volunteers, its servants, agents, employees and assigns. I further acknowledge that I am not entitled to any benefits of the employees of Captain Jeremiah Mayville, Flat Attack Fishing Charters, LLC and volunteers including but not limited to, Worker's Compensation Coverage.

I acknowledge and understand that FISHING is a physically demanding Activity that requires a reasonable level of health, physical strength, and conditioning.

I hereby declare that the participant has the following physical or medical conditions (including allergies) which may impact ability to participate in the Activity:

**5. I HEREBY ACKNOWLEDGE AND RECORD MY INDEPENDENT, KNOWING, AND VOLUNTARY DECISION TO PARTICIPATE IN THE ACTIVIES CONDUCTED BY CAPTAIN JEREMIAH MAYVILLE, FLAT ATTACK FISHING CHARTERS, LLC AND VOLUNTEERS.**

**6. I HEREBY ACKNOWLEDGE MY VOLUNTARY AND INFORMED ASSUMPTION OF FULL RESPONSIBLTY AND LIABILITY FOR ANY INJURIES AND/OR DAMAGES THAT I MAY INCURE AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY. I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND THE TERMS HEREIN. I UNDERSTAND THAT I HAVE WAIVED SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT. I HAVE SIGNED IT KNOWINGLY, FREELY, WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE WHATSOEVER AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD INVALID, THE REMAINING PARTS OF THIS AGREEMENT SHALL CONTINUE TO BE FULLY ENFORCEABLE.**

**RELEASE OF MINOR**

I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE ACTIVITY HERETO, THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE CAPABLE AND QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIAPTE IN SUCH ACTIVITY. I HEREBY RELEASE, WAIVE, DISCHARGE COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S HERETO FROM ALL LIABILITY, CLAIMS, DAMAGES, DEMANDS OR LOSSOS ON MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, CARELESSNESS, RECKLESSNESS OR OTHERWISE, INCLUDING NEGLIGENT RESUE OPERATIONS. I FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I THE MINOR OR ANYONE IN THE MINOR'S BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASEE'S HERETO, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES HERETO FROM ANY LITIGATION, ARBITRATION, OR MEDIATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR ANY COST THAT MAY OCCUR AS A RESULT OF ANY SUCH CLAIM.

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Name of Participant(s),

\_\_\_\_\_  
Address (Street, City, State, Zip Code)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date