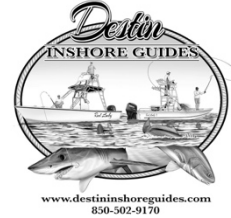




## WAIVER AND RELEASE OF LIABILITY



**This waiver and Release of liability and Rental Agreement is intended to be a legally binding document. Read this waiver carefully and in its entirety. You may wish to consult an attorney to obtain advice about this document. By your signature on this waiver and release of liability Agreement, you indicate your acceptance of all terms and conditions below.**

IN CONSIDERATION of being permitted to participate in any way in the Destin Inshore Guides and/or Emerald Coast Bait and Tackle's recreation program and related activities including but not limited to fishing & boating ("Activities") I, for myself, my personal representatives, assigns, heirs, and next of kin:

**1. ACKNOWLEDGE**, agree, and represent that I understand the nature of fishing and related activities and that I am qualified, in good health, in proper physical condition to participate in such activity and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. If I decide to leave early and not complete the trip as planned, I assume all risks inherent in my decision to leave.

**2. FULLY UNDERSTAND** that:

Fishing and related ACTIVITIES INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS")

these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW

there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity, including but not limited to negligent use in equipment which in turns results in the damage or loss of equipment that said company has provided.

**3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** the Destin Inshore Guides and/or Emerald Coast Bait and Tackle or any of its affiliated clubs and organizational affiliates, their respective captains, administrators, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE

that if, despite this 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 OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY

AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

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

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ Telephone \_\_\_\_\_

Number \_\_\_\_\_

Age if under 18 \_\_\_\_\_

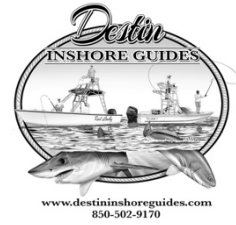
Minor's Name \_\_\_\_\_

Parent or Guardian's Signature \_\_\_\_\_

By signing for a minor, I am agreeing that I am their parent or legal guardian and am releasing Destin Inshore Guides and/or Emerald Coast Bait and Tackle from any claims, lawsuits or responsibilities for that minor. Each of the undersigned has read this AGREEMENT FOR USE OF FISHING EQUIPMENT, AND BOATS AND RELEASE AND WAIVER OF LIABILITY. FURTHERMORE I AGREE TO THE TERMS OF Destin Inshore Guides and/or Emerald Coast Bait and Tackle AGREEMENT ABOVE



## Damage Agreement



When engaging in the rental or use of Company equipment, Customers agrees to accept all responsibility to maintain the condition, whereabouts, and control the usage of all the equipment while in their possession and to pay all repair and/or replacement costs for any damage or theft that may occur to equipment.

Should damage to equipment occur, Customer agree to pay a damage fee to be determined upon return inspection.  Should item become lost, stolen or damaged beyond repair due to negligence, I agree to pay a stocking fee of the retail price of the

Fishing Pole, Reel, Line

The Company has authorization to charge the credit card on file for property that has incurred due to negligence.

The Undersigned acknowledges that The Company has provided certain safety related equipment(if applicable) for use in conjunction with Equipment and that The Company has explained to the satisfaction of the undersigned the usage of said equipment.

\_\_\_\_\_ (signature)

This Waiver and Release of Liability Agreement shall be governed and construed by the laws of Florida. Any litigation pertaining to this Waiver and Release of Liability Agreement shall be held exclusively in Okaloosa County, Florida with the prevailing party being entitled to collect reasonable attorney's fees, costs, and expenses from the non-prevailing party. The undersigned voluntarily submits to the exclusive personal jurisdiction of the state and federal courts in Destin, Florida and waives any and all objections to the jurisdiction or proper forum of such courts.

If any provision of this Waiver and Release of Liability Agreement shall be held unenforceable or void, it shall be severable from the remaining provisions and shall not affect their subsequent enforceability or validity.

THE UNDERSIGNED HEREBY WAIVES RIGHTS TO A TRIAL BY JURY FROM ANY LITIGATION ARISING FROM OR RELATING TO THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT.

This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

By signing below, the undersigned (or, if the undersigned is under the legal age of 18, the undersigned's legal guardian) has read, considered and expressly agreed to the terms and conditions of this Rental Agreement and Waiver and Release of Liability as of the date written below. This Waiver and Release of Liability Agreement shall be effective and binding upon the undersigned's heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of the undersigned's death or incapacity.

Payment must be paid in full at signing of this agreement.

Signature: