

Waiver Of Liability I Assumption Of Risk

Sun Sailing Charters LLC

I understand that there are inherent risks involved with being a passenger on a sailboat charter 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. These risks also apply to injuries sustained on the marina premises including but not limited to the docks, getting on or off the vessel and the parking area. I understand and accept these risks.

I also understand that as a passenger I have the duty to exercise reasonable care for my own safety and I agree to do so.

I am aware 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.

I agree to forever discharge and release Sun Sailing Charters LLC, its employees and agents, the owner(s) of Sun Sailing Charters, it's vessel and affiliates along with the marina from all responsibility or liability for all injuries or damages.

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. Venue for any action arising from this Agreement will be in the state or federal courts of Lee County FL.

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): _____

Signature: _____ : Print name: _____

Children's names under the age of 18 _____

(Legal Guardian or Parent): _____

Address: _____
