CATALINA SUNSET CRUISES AND FISHING CHARTERS

Please fill out one form per adult. Add Minors to your online wavier form. Ages 5-17

AGREEMENT TO WAIVE AND RELEASE ALL CLAIMS & PUBLICITY RELEASE

The participant understands and acknowledges the inherent risks associated with the activity/event. The participant releases the organization and its representatives from any claims or liabilities arising from participation in the activity/event. The participant agrees to indemnify and hold the organization harmless from any claims brought against the organization because of their actions. I acknowledge and agree that:

- I am aware of the risks of being onboard sailing and powered vessels.
- Serious accidents occasionally occur which can result in bodily injury or death;
- Serious accidents may occur in travel to and from the vessel charter;
- I will abide by all instructions given by the vessel charter leaders and all safety rules; and
- My participation in the vessel charter is completely voluntary and is at my own risk.

I agree that by signing this Agreement and agreeing to participate in the vessel charter, I give up any and all rights I may have or may acquire in the future to file a claim or complaint of any kind against the Release Parties. I therefore specifically and freely waive any and all rights I may have or may acquire in the future under Texas Civil Code which states: his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

In addition, I hereby agree that the Company and its designees may use my name, photograph or likeness for promotional, advertising, and/or publicity purposes in any and all media now or hereafter known (including the right to post any such content on Company's website) without further compensation or notification.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER AND THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND ANY MINORS ON WHOSE BEHALF I AM SIGNING, ON THE ONE HAND, AND THE COMPANY ON THE OTHER, AND I SIGN IT OF MY OWN FREE WILL.

I further understand that a parent, guardian, or representative must accompany any minor participant in the vessel charter and execute this Agreement on his or her behalf. I HEREBY MAKE THIS AGREEMENT FOR THE MINOR(S) NAMED BELOW AND STATE THAT I HAVE THE LEGAL CAPACITY AND AUTHORITY TO ACT ON HIS/HER/THEIR BEHALF. I agree that all of the terms of this Agreement shall apply to any claims relating to the participation of the minor in the vessel charter and that I shall indemnify and hold the Released Parties harmless if for any reason it is determined that I do not have the right to bind such minors to this Agreement. I ALSO CONSENT TO THE PROVISION OF EMERGENCY CARE TO THE MINOR(S) AS NECESSARY TO PRESERVE THE WELL-BEING, LIFE OR LIMB OF THE MINOR(S).

All US Coast Guard Rules and regulations will be adhered to at all times.