

**PARTICIPANT(S) AGREEMENT, RELEASE AND ASSUMPTION OF RISK,  
AND ACKNOWLEDGMENT AND AGREEMENT TO BOAT RULES**

In consideration of the undersigned's participation in boat tour, vessel charter (including Time Charters and Bareboat Charters) and/or participation in certain activities provided by A Boat Day, LLC (the "Activity Provider") (any and all such activities, hereinafter the "Activities"), the undersigned and if applicable the parent(s), spouse and/or guardians of the undersigned, jointly and severally, and intending to legally bind themselves, and on behalf of their respective spouses, ex-spouses, grandparents, parents, guardians, heirs, beneficiaries, executors, estates, legal and personal representatives, administrators, successors and assigns (all of the foregoing, collectively "Releasers"), do hereby fully and voluntarily waive, release and discharge, and covenant not to sue, Activity Provider and their respective affiliates, owners, employees, captains, crew and agents (collectively, the Releasees"), for any and all liability and/or claims for illness, personal injuries, death, shock, paralysis, disabilities, allergic reactions, and/or damages that may arise directly or indirectly as a result of undersigned's vessel charter and/or participation in the Activities, including, without limitation, any rights, claims, cause of action, proceedings, suits, liabilities, negligence, conditions of the premises, weather or water conditions, damages, personal injury, death, loss of consortium, costs and expenses whatsoever, whether arising at law or in equity, or under any local, state or federal law or regulation, whether caused by the sole or joint negligence or tortious or other act or omission of the Releasees or any third-party (collectively, the "Claims").

Furthermore, I acknowledge that my participation in the Activities – which may include, but are not limited to use of: docks, gangplanks, boats, boat slides, floats, water pads, kayaks, paddleboards, personal watercraft, jet skis, shore excursions and all water activities, entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I acknowledge that my presence on any boat tour or vessel charter provided by the Activity Provider is voluntary and at my own risk. I acknowledge that any Activities I participate in are solely and exclusively for my personal use and benefit and are not for the use or benefit of the Releasees. I voluntarily assume all risks of loss, damage or injury that may be sustained while participating in, or traveling to or from, any Activities. I hereby assume all of the risks of participating in such Activities, including but not limited to, any risks that may arise from negligence or carelessness on the part of the Releasees, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

Exposure to the natural elements can be uncomfortable and/or harmful, and other guests, participants, members of the public and other operators of equipment may act irresponsibly, engage and unsafe conduct or to the detriment of the health and well-being of the undersigned, that Releasees are not the manufacturers of the equipment, that equipment can malfunction, breakdown and otherwise not work properly, that any of the foregoing could result in death or bodily injury to the undersigned and, in each instance, the Releasers and each of them (i) voluntarily and knowingly assume all such risks, (ii) waive, release and discharge the Releasees and hereby agree to indemnify and hold them harmless from any and all Claims, including, without limitation, Claims of Releasees own negligence, (iii) indemnify and hold harmless Releasees from any and all Claims, including without limitation, all attorneys' fees and costs, and (iv) covenant not to sue the Releasees or any of them with respect to any such Claims. The Releasers acknowledge and agree that the participant in the Activities has a duty to exercise reasonable care for his / her own safety and the safety of other participants. If the Activities require use of a flotation device the undersigned participant agrees to wear a US Coast Guard approved personal flotation device (life jacket) and not to remove such device while on the boat or in the water. The Releasers further understand that there are limited or no medical facilities at or near where the Activities occur and that obtaining appropriate medical care will be delayed. Traveling to and from the marina, boat slip, boat dock and/or beach also raises the possibility of any manner of transportation accidents.

**BOAT RULES**

Because the Activity Provider desires a safe boating experience for all, the following rules (hereinafter the "Boat Rules") apply for all passengers on the boat.

NO HARD LIQUOR OR RED WINE ALLOWED ON THE BOAT

NO JUMPING OFF THE TOP DECK OF A DOUBLE DECKER PONTOON

NO SLIDING DOWN THE SLIDE HEAD FIRST

NO JUMPING OFF THE BOAT WHILE IT IS IN MOTION

CHILDREN UNDER THE AGE OF 6 MUST WEAR A LIFEJACKET WHILE ON THE BOAT

NO BELIGERANT, DISRESPECTFUL, OR THREATENING BEHAVIOR TOWARDS THE CAPTAIN, CREW OR ANY PASSENGER

If any passenger violates or refuses to comply with any of the Boat Rules, THE CAPTAIN IS AUTHORIZED BY THE ACTIVITY PROVIDER, TO TERMINATE THE VOYAGE AND RETURN ALL PASSENGERS TO THE DOCK. There will be no refund if the voyage is terminated due to violations of these rules.

### **COVID 19 AND PUBLIC HEALTH RELEASE**

I am aware of the highly contagious nature of bacterial and viral diseases including the 2019 novel coronavirus disease (COVID-19) and OTHER INFECTIOUS DISEASE(S) (collectively, the "Disease(s)") and the risk that I may be exposed to or contract the Disease or other infectious diseases by being on any vessel provided on behalf of Activity Provider and engaging in the Activities. I understand and acknowledge that such exposure or infection may result in illness, personal injury, psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including the Activity Provider's employees, agents, or assigns. I understand that while Activity Provider has implemented preventative measures designed to reduce the spread of the Disease(s), Activity Provider cannot guarantee that I will not become infected with the Disease or other infectious diseases while engaged in the Activities and that engaging in the Activities may increase my risk of contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING INTO THIS RELEASE WITH ACTIVITY PROVIDER TO ENGAGE IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL INJURY, PSYCHOLOGICAL INJURY, PAIN, SUFFERING, DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS RELATED TO THE DISEASE, ARISING FROM MY ENGAGING IN THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE ACTIVITY PROVIDER OR OTHERWISE.

I am familiar with federal, state, and local laws, orders, directives, and guidelines related to the Disease(s), including the Centers for Disease Control and Prevention (CDC) guidance on the Disease. I will comply with all such orders, directives, and guidelines while engaging in the Activities, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings. I will also follow all instructions of the Activity Provider while on any vessel or while engaging in the Activities. I confirm that I am not experiencing symptoms of the Disease (such as cough, shortness of breath, or fever/or any OTHER SYMPTOMS), do not have a confirmed or suspected case of the Disease, and have not come in contact in the last 14 days with a person who has been confirmed to have or suspected of having the Disease.

All other applicable provisions of the Release (and Parents and Guardians Additional Indemnification) are incorporated herein, and nothing within this COVID 19 and Public Health Release shall limit or waive any provisions of the Release (and Parents and Guardians Additional Indemnification) attached hereto.

### **INSURANCE**

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities, or else I agree to bear the cost of such injury or damage myself. I further certify in

addition to the risks recited above, that I am willing to assume the risk of any medical or physical condition I may have, both known and unknown.

I shall defend, indemnify, and hold harmless the Activity Provider, and all other Releasees, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Activity Provider or any other Releasees, in a final judgment, arising out of or resulting from any claim of a third party related to this Release, or due to my engaging in the Activities, including any claim related to my own negligence or the ordinary negligence of the Activity Provider.

#### **RELEASE FOR USE OF LIKENESS**

Releasors grant to Activity Provider the right to use his/her name and likeness in any promotional materials, websites, and/or social media posts for the Activity Provider, including any photographs, motion pictures, recordings or any other record of the Activities. All such photographs, motion pictures and other recordings shall be and remain the sole property of Activity Provider.

#### **COURT JURISDICTION AND ENFORCEMENT**

In the event that the Releasors, or any of them, violate this Agreement and/or file a lawsuit against the Releasees, or any of them, the Releasors irrevocably agree, in any suit, action or proceeding arising out of or relating to this Agreement or the participation in the activities contemplated hereby, to submit to the exclusive jurisdiction of the United States District Court for the Southern District of Florida or, if jurisdiction is not available therein, the jurisdiction of any court located in Pinellas County, Florida, and waive all other possible forums and any and all objections to such jurisdiction or venue that they may have under the laws of any state or country, including, without limitation, any argument that jurisdiction, situs and/or venue are inconvenient or otherwise improper. Each party further agrees that process may be served upon such party in any manner authorized under the laws of the United States or State of Florida, and waives any objections that such party may otherwise have to such process.

It is the intent of the undersigned that this Agreement be enforced to the maximum extent permitted by law. However, if any term, provision hereof is determined to be illegal, invalid or unenforceable in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such a illegality, invalidity or unenforceability without rendering illegal, invalid or unenforceable the remaining terms and provisions of this Agreement which shall be enforced to the maximum extent permitted by law, and shall not affect the legality, validity or enforceability of any of the terms of this Agreement in any other jurisdiction.

#### **ACKNOWLEDGMENT AND AGREEMENT**

THE UNDERSIGNED PARTICIPANT(S) ATTESTS THAT HE/SHE HAS READ THIS RELEASE AND WAIVER, AND BOAT RULES IN THEIR ENTIRETY, AND AGREES TO BE BOUND BY ITS TERMS. THE UNDERSIGNED AUTHORIZES EMERGENCY MEDICAL TREATMENT TO BE USED ON PARTICIPANT AND AGREES TO PAY ANY AND ALL MEDICAL AND RELATED BILLS AND COSTS INCURRED AS A RESULT OF SAID TREATMENT, PROVIDED, THAT, IT IS ACKNOWLEDGED THAT NO MEDICAL TREATMENT MAY BE AVAILABLE.

IN WITNESS HEREOF, the undersigned, of their own free will and intending to be legally bound, have executed this Agreement, Release and Assumption of Risk, and acknowledge receipt, understanding and agreement of the Boat Rules, by digital signature.

**PARENTS OR GUARDIANS ADDITIONAL INDEMNIFICATION  
(MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)**

In consideration of the Activity Provider allowing the minor(s) listed below (“Minor(s)” being permitted by the Activity Provider to participate in its activities and to use its equipment and facilities as provided above, the undersigned, individually and on behalf of the Releasors, certifies that he/she is the natural guardian(s) of the Minor(s) and further agrees that the foregoing shall apply in full to the Minor’s participation in the activities and that the undersigned has read in its entirety, and fully understands, the following:

**NOTICE TO THE MINOR CHILD’S NATURAL GUARDIANS:**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOU’RE RIGHT TO RECOVER FROM RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH TO YOUR CHILD, OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

The Releasors are fully aware, understand fully and assume the risks involved in participating in the activities and the inherent risks (meaning those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if the Activity Provider acts with due care in a reasonably prudent manner).