

CHARTER BOAT, FISHING, RIDER & WATERSPORTS ASSUMPTION OF RISK AND COMPLETE RELEASE OF LIABILITY

I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO GIVE UP ALL MY RIGHTS TO SUE, SINGING DOG SAILING, LLC; Singing Dog Sailing DBA; Salty Day Sails; Salty Dog Day Sails, ITS OWNERS, SUB-CONTRACTORS, EMPLOYEES, ITS AGENTS, OTHER ASSOCIATED PERSONNEL, AND ALL OF ITS BOATS (WHETHER OWNED, OPERATED, CONTROLLED, BORROWED, LEASED, CHARTERED OR OTHERWISE) HEREINAFTER REFERRED TO AS THE RELEASED PARTIES AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A COINCIDENCE OF ANY ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE. I AM SIGNING THIS RELEASE IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ACTIVITY CONDUCTED, SPONSORED OR OTHERWISE AFFILIATED WITH THE RELEASED PARTIES.

I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH BOATING, FISHING, SNORKELING AND WATERSPORTS ACTIVITIES, including but not limited to equipment failure, perils of the sea, harm caused by marine creatures (including marine animal bites), acts of fellow participants, entering or exiting the water, boarding or disembarking boats, movement about boats while boats are underway or at anchor or mooring, injuries caused by fishing equipment, activities on the docks and I HEREBY ASSUME EACH AND EVERY SUCH RISK WHETHER SPECIFICALLY LISTED HEREIN OR NOT AND WHETHER FORESEEABLE OR NOT. IT IS MY INTENTION THAT THIS RELEASE BE CONSTRUED AS BROADLY AS POSSIBLE AND IN FAVOR OF THE RELEASED PARTIES.

I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO. I assert that I am physically fit to fish, swim, snorkel and ride on a boat in all sea conditions in addition to any related watersports activities and transfers from boat to boat including tenders and I will not hold the released parties responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) which occur while fishing, riding on the boat, swimming, snorkeling or participating in watersports activity or transfer from boat to boat, boat to dock or otherwise participating in the trip, regardless of whether the injury is foreseeable or not. I specifically promise not to sue or bring claim for any injuries which occur as a result of rough seas or damage to my persona as a result of being at sea, including but not limited to back injuries, neck injuries, spine injuries or death.

I fully understand that the involved vessel has limited medical facilities and that in the event of illness or injury appropriate medical care must be summoned by radio and/or phone if available and treatment will be delayed significantly until I can be transported to a proper medical facility. I agree in advance to these conditions.

The participating dive/watersports store/company/and/or boat(s) and/or affiliated personnel have made no representation to me implied or otherwise that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid I would like assistance and WILL NOT HOLD THE RELEASED PARTIES, their owners, operators, crew, dive boat(s), charter boat(s), snorkeling boat(s), passengers or insurers responsible for their actions in attempting the performance or rescue or first aid or for anything else which may occur during the course of the excursion, including pre-boarding and post disembarkation.

IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE: SINGING DOG SAILING, LLC; Singing Dog Sailing DBA; Salty Day Sails; Salty Dog Day Sails; its owners, sub-contractors, employees, its agents, OTHER ASSOCIATED PERSONNEL, and its boats (whether OWNED, operated, leased, borrowed or chartered), AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FROM PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH FISHING, SWIMMING, SNORKELING, RIDING AND ALL OTHER BOATING ACTIVITIES, INCLUDED BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENT OR ORGANIZATION OF THIS ACTIVITY.

I have carefully read this contract in its entirety, fully understand its contents, and agree to the terms and conditions of this contract on behalf of myself, my heirs and my personal representatives. This document constitutes the final and entire agreement between SINGING DOG SAILING, LLC; Singing Dog Sailing DBA; Salty Day Sails; Salty Dog Day Sails and the undersigned. There are NO WARRANTIES or PROMISES express or implied, which extend beyond the description of the activity listed on this form. THIS IS A COMPLETE RELEASE OF LIABILITY AND LEGALLY BINDING CONTRACT. I AM GIVING MY SOLEMN PROMISE NOT TO FILE SUIT OR BRING CLAIM AGAINST THE RELEASED PARTIES FOR ANYTHING THAT MIGHT HAPPEN TO ME AND THIS RELEASE IS TO BE CONSTRUED AS BROADLY AS POSSIBLE.

I have read this agreement, am aware that it is a release of liability and contract between myself and the released parties. I sign it of my own free will and will agree to be bound by it, from the date of my signature, forever into the future.

Print Participant Name	Participant Signature	Date
Print Participant Name	Participant Signature	Date
Print Participant Name	Participant Signature	Date
Print Participant Name	Participant Signature	Date
Print Participant Name	Participant Signature	Date
Print Participant Name	Participant Signature	Date

FOR ANY MINOR CHILDREN: This is to certify that I, as parent or guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above all Releases and, for myself, my child, all heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the involvement or participation in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, TO THE FULLEST EXTENT PERMITTED BY LAW.

Print Parent/Guardian Name	Parent/Guardian Signature	Date
-----------------------------------	----------------------------------	-------------

Household Mailing Address (Street, City, Zip): _____

Phone: _____ **Email:** _____

[] St John [] St Thomas [] Other: _____ **On-Island Cell/Phone (if different):** _____

Name of Villa/Hotel/Accommodation & room # if applicable: _____