

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

I UNDERSTAND THAT THE PURPOSE OF SINGING THIS DOCUMENT IS TO **GIVE UP ALL** OF MY RIGHTS TO SUE **AUTOMOTIVE DATABASE SYSTEMS INC. dba AMERICAN DIVING** ITS EMPLOYEES, ITS AGENTS, OTHERWISE ASSOCIATED PERSONEL, AND ALL OF ITS BOATS (WHETHER OWNED, OPERATED, CONTROLLED, BORROWED, LEASED, CHARTERED OR OTHERWISE) HEREINAFTER REFERRER TP AS THE RELEASED PARTIES AND TO HOLD THEDE ENTITIES HARMLESS FEROM ANY AND ALL LIABLITIES ARISING AS A CONSERQUENCE 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, SPONSERED OR OTHERWISE AFFLIATED WITH THE RELEASED PARTIES.

I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH BOATING, FISHING, 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, 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 FORSEEABLE OR NOT. IT IS MY INTENTION THAT THIS RELEASE BE CONSTRUED AD 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 transfer 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 or participating in watersports activity or transfer from boat to boat 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 person 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 the in the event if illness or injury appropriate medical care must be summoned by radio and treatment will be delayed significantly until I can be transported to a proper medical facility. I agree in advanced to these conditions. The participating dive/watersports store and/or boat(s) and/or affiliated personal 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 boats, 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 disembarkment.

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 **Automotive Data Base Systems Inc. dba American Diving** its employees, its agents, OTHER ASSOCIATED PERSONEL, and its boats (whether OWNED, operated, leased or chartered), AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILTY 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, INCLUDING BUT 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 **Automotive Data Base Systems Inc. dba American Diving** 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 LIABILTY AND LEAGALLY 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 CONTRUED 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 agree to be bound by it, from the date of my signature, forever into the future.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Permanent Address

\_\_\_\_\_  
Telephone Number

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

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Parent or Guardian

Form 306

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