EVERGLADES AIRBOAT TOURS, INC

Dova –o v skt

Date: S~ Boat:

Time: Captain

**ASSUMPTION OF RISKS AND RELEASE OF LIABILITY AGREEMENT ACKNOWLEDGMENT**

As a parent/legal guardian responsible for a minor, my heirs or any person/people representing me, I agree to the following as a passenger joining an Everglades Airboat Tours Inc., airboat watercraft in on-sea events and ventures:

1. **TOTAL ASSUMPTIONS OF RISK AND RESPONSIBILITY**

I/We agree that any accident, illness, and other risks that may occur during participation in any activity offered by Everglades Airboat Tours, Inc. either from lack of care or any other reason to myself or those under my care is my responsibility. My/Our heirs and minors are completely under My/Our care and participation in the activities is not forced. All risks, whether stated or otherwise is My/Our responsibility when I/We choose to voluntarily participate in the activities offered by the Everglades Airboat Tours, Inc.

1. **ACKNOWLEDGMENT OF RISKS**

I/We understand that listed below are a few but not all the risks of voluntarily participating in the airboat watersport activities of the Everglades Airboat Tours Inc.:

1. Abrupt change of currents, wave flows, actions, tides, and boats’ waves.
2. Unexpected collisions with one or more of the following: other participants, watercrafts and either man-made or natural objects.
3. Lightning, heavy winds, bad or extreme weather and temperature.
4. Temporary or Permanent affectation of my/our sense of hearing.
5. Any accident/hazard for example capsizing, sinking, etc that may lead to wetness, hypothermia, injury, exposure to sea or other elements and/or drowning.
6. Impairment to My/Our sense of balance, understanding, ability to follow instructions and operate equipment.
7. Presence of biting insects and other marine life forms.
8. Equipment dysfunction and operator error.
9. Heatstroke, dehydration or similar illnesses and injuries.
10. Cold, dizziness and fatigue which might slow my/our reaction time, increasing proneness to injury.
11. **RELEASE**

I/We shall not hold responsible Everglades Airboat Tours Inc., any Directors, Property Owners, Officers, Principles, Volunteers, Agents and Employees, their insurers and any private or government property owner whose property was used for any activity conducted, for any injury or damage (death inclusive) of any type to Me/Us or anyone under My/Our care, whether due to lack of care, totally or partially, regardless of cause.

1. **INDEMNIFY & HOLD HARMLESS**

I/We agree to indemnify Everglades Airboat Tours Inc., any Directors, Property Owners, Officers, Principles, Volunteers, Agents and Employees, their insurers and any private or government property owner whose property was used for any activity conducted, for any injury or damage (death inclusive) of any type to Me/Us or anyone under My/Our care, whether due to lack of care, totally or partially, regardless of cause.

**NOTICE TO GUARDIANS OF ALL MINORS**

ENSURE YOU READ THIS FORM COMPLETELY AND CAREFULLY AND NOTE THAT YOU ARE AGREEING TO LET YOUR CHILD ENGAGE IN A POTENTIALLY HARMFUL ACTIVITY.

YOU ARE AGREEING THERE IS ALWAYS A CHANCE OF YOUR CHILD BEING MAIMED OR KILLED BY PARTICIPATING IN THIS ACTIVITY REGARDLESS OF EVERGLADES AIRBOAT TOURS INC., USING REASONABLE CARE IN THE PROVISION OF THE ACTIVITY BECAUSE THERE ARE DANGERS ATTACHED TO THE ACTIVITY THAT CAN NEITHER BE ELIMINATED NOR AVOIDED. IF YOU SIGN THIS WAIVER AND RELEASE YOU ARE AGREEING TO GIVE UP YOU AND YOUR CHILD’S RIGHT TO RECOVER FROM EVERGLADES AIRBOAT TOURS INC., VIA LAWSUIT FOR ANY INJURY, DEATH INCLUSIVE, TO YOUR CHILD OR PROPERTY DAMAGE RESULTING FROM NATURAL RISKS OF THE ACTIVITY. KEEP IN MIND THAT YOU CAN REFUSE TO SIGN THIS FORM AND EVERGLADE AIRBOAT TOURS INC., HAS THE RIGHT TO REFUSE YOUR CHILD’S PARTICIPATION IF YOU REFUSE TO SIGN THIS FORM.

**DISCLAIMER**

Everglades Airboat Rides & Sunset Tours in Miami & Ft. Lauderdale

<https://evergladesairboattoursmiami.com/>

CAUTION: RIDE AT YOUR OWN RISK

For a full refund, all cancellations must be received at least 48 hours in advance otherwise a 50% cancellation fee will be issued. If the trip is cancelled by Everglade Airboat Tours Inc., for any reason, the guest is entitled to a full refund.

By Signing this waiver, I/We acknowledge that I/We am giving up certain legal rights and that I/We have read, understood and accepted this Assumption and Acknowledgment of Risk and Release of Liability Agreement.

PRINT NAME SIGN NAME

PARENT/GUARDIAN NAME PARENT/GUARDIAN SIGNATURE

 DATE