

# ISLAND TIME CHARTERS OF SOUTH FLORIDA LLC.

## RELEASE OF LIABILITY / ASSUMPTION OF RISK / NON-AGENCY ACKNOWLEDGMENT FORM FOR SNORKELING, SWIMMING AND BOATING.

**Please print legibly:**

Name \_\_\_\_\_

Email Address \_\_\_\_\_

Emergency Contact (name/number): \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

**Please read carefully before signing.**

### **Non-Agency Disclosure and Acknowledgment Agreement**

I further understand and agree on behalf of myself, my heirs and my estate that in the event of an injury or death during this activity, neither I nor my estate shall seek to hold Island Time Charters LLC, Its Employees, Partner's, Owners and Co-Owners liable for the actions, inactions or negligence of Island Time Charters LLC. or Its and/or charter captain, or crew associated with the activity.

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### **Liability Release and Assumption of Risk Agreement**

I, \_\_\_\_\_ (Snorkeler/Swimmer/and Boating Passengers), hereby affirm that I thoroughly understand the inherent risks and hazards of snorkeling, swimming, and boating and those hazards occurring during boat travel to and from the dive site and while at the site (hereinafter collectively "Excursion" or "Charter"), and that these inherent hazards may result in serious injury or death.

I understand these inherent risks and hazards include, but are not limited to, drowning; possible transmission of infection disease(s); slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of the sea including harm caused by marine creatures; all of which can result in serious injury or death. I understand the Excursion or Charter will be conducted at a site that is remote, either by time or distance or both, from emergency medical facilities. I still choose to proceed with the Excursion. By signing this Agreement, I certify that I am fully aware of and expressly assume these and all other risks involved in making such a boat trip, swimming and snorkeling.

I understand and agree that neither Island Time Charters LLC. ; nor the dive professional(s); nor the crew or owner of the vessel; nor the vessel itself; nor the owners, officers, employees, agents, partner's, contractors or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any personal injury, property damage, wrongful death or other damages to me or my family, estate, heirs or assigns that may occur as a result of my participation in this Excursion, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I affirm I am in good mental and physical fitness to participate in the Excursion/Charter. I further state that I am not under the influence of alcohol or any legal or illegal drugs that contradict the Excursion/Charter. If I am taking medication, I affirm that I have seen a physician and have approval to participate in the Excursion while under the influence of the medication/drugs. I understand that snorkeling, swimming and boating are physically strenuous

activities and that I will be exerting myself during this Excursion, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Release Parties responsible for the same.

I affirm it is my responsibility to inspect all of my equipment prior to the Excursion and that I should not snorkel if my equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving or if I choose to snorkel with equipment that may not be functioning properly.

I will not remove my floatation device at any time while in the water. I acknowledge that doing so will constitute a violation of safety rules and procedures for which I expressly assume the risk. If I become distressed at the surface, I will immediately inflate my floatation device for flotation assistance

I further state that I am of lawful age and legally competent to sign this Agreement, or that I have obtained the written consent of my parent/parents or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my injury or death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

### **Boat Policies:**

- I understand Snorkeling, Swimming and Boating has inherent risks and hazards associated with weather conditions, unforeseeable circumstances, events or accidents including risks associated with equipment failure and I assume such risks.
- I acknowledge that I am physically fit to swim, snorkel and travel by boat, and I will not hold Island Time Charters LLC, responsible if I am injured while swimming, snorkeling, boating or during boat transport.
- I will not remove my buoyancy vest or snorkel vest at any time while in the water.
- If I become distressed on the surface, I will inflate my snorkel vest for flotation assistance.
- I fully understand that the charter boat has limited first aid supplies. In the event of injury or illness, the appropriate medical care must be called by VHF Radio or cellular device and that emergency medical response or medical treatment will be delayed until I can be transported to a proper medical care facility.
- I will be present and attentive to the safety briefing given by the boat captain and/or mate.
- If I do not understand anything that's been said, I will notify the boat captain and/or mate immediately.
- I do not have in my possession any illegal drugs, nor am under the influence of any illegal drugs.
- All boats are non-smoking / non-vaping.
- Prior to swimming or snorkeling I will inspect all of my equipment prior to being used. I will notify the captain on board if any of my equipment is not functioning properly.
- I certify that all of my personally owned snorkeling/swimming equipment is in accordance with manufacturers' recommendations.
- I will remain with my swimming/snorkeling buddy at all times while in the water. If my buddy or I need to return to the boat then both of us shall return to the boat until both are safely onboard.
- Anyone swimming and snorkeling must stay within the limits of the dive flag.
- "The engine(s) must be turned completely off before allowing any passengers or crew into the water and shall not be started again until all passengers and crew are back aboard the vessel and a head count has been performed, unless in extreme emergency to save life."

**I Will Immediately Stop Swimming or Snorkeling if:**

- I feel uncomfortable with my swimming or snorkeling abilities.
- I feel sick, nauseous or if I have injured myself in any way.
- I feel that weather or water conditions are worse than what I have experienced or have experience with.

I, \_\_\_\_\_ (Snorkeler/Swimmer/Passenger), BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT, AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

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*Participant Signature* *Date (Day/Month/Year)*

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*Signature of Parent or Guardian* *Date (Day/Month/Year)*