

# ASANTE

www.asantecharters.com

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

As consideration for being permitted to participate in fishing and/or diving and/or transportation charters operated by ASANTE, the undersigned, for myself, my personal representatives, heirs and/or any minor children for whom I am parent, legal guardian or otherwise responsible.

1. **ACKNOWLEDG RISKS**, I acknowledge that some, but not all, of the risks of participating in fishing and/or diving and/or transportation charters operated by ASANTE include: (a) changing water flow, tides, currents, wave action and boat wakes, (b) collision with other participants, the watercraft, other water craft and manmade or natural object: (c) variances and extremes of wind, weather of wind, weather and temperature, and injuries or illnesses such as sunburn, sunstroke or dehydration caused by heat and/or sun (d) boat and/or equipment failure, operator error, and/or drowning: (e) insects and marine life: (f) fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident, and (g) the extent to which I have a sense of balance, physical coordination, ability to operate boat and fishing equipment, swim, dive, and/or follow directions and any physical limitations or allergies which I truthfully listed below.
2. **EXPRESS ASSUMPTION OF RISK**, I hereby agree to assume responsibility for all risks of activity, whether indentified above or not, EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF ASANTE, its officers, directors, employees and insurers (collectively "Releases"). My/our participating in ASANTE fishing and/or diving and/or transportation charters and related activities are purely voluntary. I assume full responsibility for myself and any minor children for whom I am responsible, for bodily injury, accident, illness, paralysis, death, loss of personal property and expenses that may occur while I/we participate EVEN IF CAUSE, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF RELEASES.
3. **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE**. I hereby release, wave, discharge and covenant not to sue Releases or any and all loss or damage or claim or demand because of injury arising out of or related to ASANTE fishing and/or transportation charters and related activities, even if cause by the negligence of Releases.
4. **AGREE TO DEFEND, INDEMNIFY, AND SAVE**, I hereby agree to defend, indemnify, and save Releases from any and all loss, liability, damages and/or costs they may incur that arise out of or are related to my/our participation if fishing and/or diving and/or transportation charters operated by ASANTE and related activities whether based on the passive or active negligence or any alleged breach of duty or otherwise of Releases and for any loss, liability, an costs, including attorneys fees, that Releases may sustain by violation the covenant not to sue.

**I HAVE READ THIS DOCUMENT, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I AM GIVING UP SIGNIFICANT LEGAL RIGHT BY SIGNING IT. I UNDERSTAND THAT THE TERMS OF THIS AGREEMENT ARE CONTRACTUAL AND NOT A MERE RECITAL. I INTEND THAT THIS DOCUMENT SHOULD BE AS ALL INCLUSIVE AS PERMITTED BY LAW AND THAT THE PURPOSE OF THIS DOCUMENT IS TO RELEASE ASANTE AND ALL OTHER RELEASES FROM ALL LIABILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGES OR WRONGFULL DEATH AND ALL COSTS OF SUIT RELATED THERETO.**

PARTICIPANT'S (PRINT) \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

Signature of parent or legal guardian (if participant is under 18): \_\_\_\_\_

EMERGENCY CONTACT TELEPHONE: \_\_\_\_\_

LIST ANY PHUSICAL LIMITATIONS AND/OR ALLERGIES: \_\_\_\_\_