

- **WAIVER AND RELEASE AGREEMENT**

- In regards to our/my participation in today's guided fishing trip, agree to the following I, and my party Waiver and Release:

I, and my party acknowledge that fishing has inherent risks, hazards, and dangers for anyone. These cannot be eliminated, particularly around an aquatic environment. WE UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. Drowning while engaged in boating, fishing and wading
2. Injuries received from mechanical and moving boat parts
3. Injuries received from fishing equipment
4. Injuries received from others, including my captain, using fishing equipment
5. Injuries received from encounters with wildlife and/or insects
6. Injuries received from exposure to the sun, lighting, wind, weather, and elements
7. The absence of rapid medical attention/emergency response

We understand the risks, hazards, and dangers of fishing and have had the opportunity to discuss them with a representative of EJS Charters Inc. I, and my party understand that these activities may require good physical conditioning and a degree of skill and knowledge. We believe that we have the good physical conditioning and the degree of skill and knowledge necessary for us to engage in these activities safely. I, and my party understand that we have responsibilities. Our participation in this activity is purely voluntary. No one is forcing us to participate and we elect to participate in spite of the risks. I, and my party ARE VOLUNTARILY USING THE SERVICES OF EJS Charters Inc WITH FULL KNOWLEDGE OF THE INHERENT RISKS,

HAZARDS, AND DANGERS INVOLVED

AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, DISABILITY, OR DEATH.

- Lastly, We, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS EJS Charters Inc, its owners, employees, and volunteers from and against any and all

claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, disability, or death to me or my property as a result of my engaging in these activities or the use of these services, property or equipment, whether such damage, loss, injury, paralysis, disability or death results from negligence of EJS Charters Inc, its owners, employees, and volunteers or from some other cause. I, and my party, my heirs, my successors, executors, and subrogees, agree not to sue EJS Charters Inc its owners, employees, and volunteers as a result of any injury, paralysis, disability or death suffered in connection with our use and participation in the activities of today's guided fishing trip. We also understand and agree that any damage that is caused by negligence by myself or the person(s)/individual(s) in my party to any and all property of EJS Charters Inc will be replaced at my (The Signee's) expense, to the full amount/value of the property damaged, determined by EJS Charters Inc

**I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT. I AM SIGNING ON BEHALF OF MY ENTIRE PARTY. I AM ALSO PROVIDING A COPY TO EVERYONE IN MY PARTY.**

- I and my party agree to give permission to use my digital photos on EJS Charters Inc. commercial website.