

**READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS**

**WAIVER AND RELEASE OF LIABILITY**

In exchange for participation in the Fishing and/or Charter Boat Tour organized by **Defender of Fun Tours, LLC**, and/or use of the property, facilities and services of Defender of Fun Tours, LLC, I agree for myself and (if applicable) for the members of my family, to the following:

**1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Defender of Fun Tours, LLC, or the employees, representatives or agents of Defender of Fun Tours, LLC.

**2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Defender of Fun Tours, LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Defender of Fun Tours, LLC, whether caused by the fault of myself, my family, Defender of Fun Tours, LLC or other third parties.

**3. INDEMNIFICATION.** I agree to indemnify and defend Defender of Fun Tours, LLC, its owners, agents and assigns against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Defender of Fun Tours, LLC.

**4. FEES.** I agree to pay for all damages to the facilities of Defender of Fun Tours, LLC caused by any negligent, reckless, or willful actions by me or my family.

**5. MEDICAL AUTHORIZATION.** In the event of an injury to the above minor during the above described activities, I give my permission to Defender of Fun Tours, LLC or to the employees, representatives or agents of Defender of Fun Tours, LLC to arrange for all necessary medical treatment for which I shall be financially responsible. This is temporary authority and will remain in effect until terminated when the above described activities are completed. Defender of Fun Tours, LLC shall have the following powers:

a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;

b. The power to authorize medical treatment or medical procedures in an emergency situation; and

c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

**6. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Florida law. Any action or claim arising out of this agreement must be filed and maintained in the state court or federal court located in Collier County Florida or in the Middle District of Florida Fort Meyers Division.

**7. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**8. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. Pre-Suit mediation is a condition precedent to filing of any claim arising out of this agreement. **IN THE EVENT THAT A CLAIM IS BROUGHT ARISING OUT OF THE ACTIVITIES PROVIDED BY DEFENDER OF FUN TOURS, LLC THE PARTIES AGREE TO WAIVE ANY RIGHTS TO TRIAL BY JURY.**

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE**

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**IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASEE USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEE IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING**

**DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASEE HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

I certify that I am over the age of 18 and agree to the terms located within this agreement on my behalf and on behalf of any minor children in my care, custody or control as listed below:

**Passenger 1:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Date of Birth: \_\_\_\_\_

**Passenger 2:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Date of Birth: \_\_\_\_\_

**Child 1:** \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**Child 2:** \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**Child 3:** \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**Child 4:** \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_