

Big Fin Energy LLC

Liability Waiver & Release of Claims

Charter Date: _____

Participant Name: _____

Phone Number: _____

Email Address: _____

By signing this form, I agree to the following terms and conditions for participating in a charter fishing trip provided by Big Fin Energy LLC, including its owners, officers, employees, agents, contractors, and vessel crew:

Voluntary Participation

I acknowledge that I am voluntarily participating in a fishing charter trip with Big Fin Energy LLC. I understand the nature of the activity, including but not limited to fishing, boating, and navigating open waters, and willingly assume all associated risks.

Assumption of Risk

I understand that fishing and boating involve inherent risks, including but not limited to:

- Slippery or unstable surfaces
- Motion sickness
- Cuts, scrapes, sunburn, dehydration, or heat exhaustion
- Falling overboard
- Weather-related hazards
- Injury from fishing gear or fish
- Accidents or collisions

I freely and voluntarily accept and assume all such risks, whether or not specifically listed above.

Release of Liability

To the fullest extent allowed by law, I hereby release, discharge, and hold harmless Big Fin Energy LLC, its owners, employees, captains, crew, affiliates, and contractors from any and all liability, claims, demands, or causes of action arising from my participation in the trip, including but not limited to personal injury, illness, property damage, or death, whether caused by negligence or otherwise.

Indemnification

I agree to indemnify and hold harmless the Company from any claims, actions, or liabilities resulting from my actions during the charter, including but not limited to bringing prohibited substances, acting irresponsibly, or failing to follow safety instructions.

Medical Fitness

I certify that I am physically fit to participate in this activity and have no medical conditions that would prevent my safe involvement. I have disclosed any relevant medical conditions (e.g., allergies, medications) to the captain or crew.

Compliance with Rules

I agree to follow all instructions from the captain and crew. I understand that failure to comply may result in early termination of the trip without refund.

Photography Consent (Optional)

- ☐ I give permission for Big Fin Energy LLC to use photographs or videos taken during the trip for promotional or marketing purposes.
 - ☐ I do not consent to any photos or videos being used.
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Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action arising from participation shall be handled in a court of competent jurisdiction in Florida.

Acknowledgment

I HAVE CAREFULLY READ THIS WAIVER AND FULLY UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS. I SIGN THIS DOCUMENT VOLUNTARILY AND AGREE THAT IT SHALL BE BINDING UPON ME, MY HEIRS, EXECUTORS, AND ASSIGNS.

Participant Signature: _____

Date: _____

If participant is under 18 years of age:

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____
