



305.771.2254

edwardteachcharters.com

Name: _____ Phone: _____ email: _____

Emergency Contact: _____ Relationship: _____ Phone: _____

I affirm that I am certified as _____ [Highest Level] from [Agency / Organization], Certification # _____. I further affirm that I have made approximately _____ dives in my career and that my last dive was approximately _____ [Circle One] days/weeks/months/years ago.

OR

I affirm that I am a student diver (or passenger) under the control and supervision of _____, a certified Scuba Instructor, Instructor # _____.

I, _____ (Charteree Name, referred to as the "Charteree"), fully understand that I am boarding a privately chartered vessel that operates in open water. I am fully aware of the inherent dangers involved and understand and assume the risks and hazards associated with boating in inshore, coastal, offshore, and all other maritime waters (referred to as "boating"). These risks and hazards include, but are not limited to:

Sun, rain, lightning, sea spray, sea water, and any other weather conditions; sea sickness; pitching and rolling; accessing, interacting with, or other otherwise utilizing the marine head, storage cabinets, drawers, lockers, coolers, fishing assistive devices, ladders, cleats, other grippable surfaces, seats or cushions; slippery and wet decks; injuries, internal or external, from: boarding and disembarking the vessel; ambulating around the vessel at any time; fish, marine mammals, birds, and all other animals or insects; exertion from the activity of fishing; fishing tackle, gear, and related instrumentalities; Perils of the Sea; equipment or fixture failure, breakage, loss, or disconnection; and intentional or unintentional conduct of any other person on the boat. Each, any, or all of these may lead to, cause, contribute to, relate to, or otherwise result in death, disability, personal injury, property damage, property theft, or other harms.

I hereby assume any and all listed or unlisted risks and hazards of boating, and I expressly assume any and all risks and hazards associated with swimming, snorkeling, or SCUBA diving (including the use of any snorkeling or diving equipment, which I expressly understand and acknowledge was not, is not, and will not be sold, leased, rented, furnished, serviced, or otherwise used by Edward Teach Charters).

On behalf of myself, my estate, any of my heirs or assigns, and all others for whom I so have the right to act, I hereby irrevocably and unconditionally release, acquit, forever discharge, hold harmless, and agree to indemnify the vessel Blackbeard's Ghost, Captain William Dalton Hamm d/b/a Edward Teach Charters, and their employees, agents, owners, affiliates, investors, or other associated persons (collectively referred to as "Edward Teach Charters") from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, remedies, costs, losses, debts, expenses and attorneys' fees, including those arising out of or in connection with boating, chartering a private vessel, fishing, swimming, snorkeling, SCUBA diving, and any and all other activities engaged in or otherwise associated with my participation in the Charter Trip, also expressly including any illegal actions taken by myself or other passengers or Charterees on the vessel, in the waters in which the vessel operates, or in any other settings or locations alleged, asserted, or otherwise held to be in any way associated with the Charter Trip; and/or intoxication by myself or other passengers or Charterees.

I agree to indemnify, defend, and hold Edward Teach Charters harmless from any and all liabilities or claims of any kind made by any third party as a result of my action or inaction during my participation in the Charter.

I realize that liability may arise from negligence or carelessness on the part of persons or entities being released, from dangerous, defective, or improperly installed, secured, or utilized equipment or property owned, maintained or controlled by them, or because of their possible liability without fault, and waive, release, and discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me.

I understand that I have a duty to exercise reasonable care for my own safety and I agree to do so. I further understand that this trip is not recommended for anyone with pre-existing conditions including but not limited to:

Circulatory problems; high blood pressure; heart conditions; pregnancy; weak bones; neurological, spinal, joint, limb, or other mobility problems.

I understand that the vessel has very limited first aid capabilities and in the event of illness or injury, appropriate care must be summoned by radio and treatment will be delayed until transportation to a proper medical facility can be arranged. I understand that there is no representation of a safe rescue or rendering of first aid by Edward Teach Charters, and I agree to hold harmless Edward Teach Charters and/or passengers for actions taken in attempting the performance or rescue of first aid. I assert that I am physically fit to ride on a boat in offshore waters and I will not hold Edward Teach Charters responsible if I am injured as a result of any problems or issues (medical, accidental or otherwise) which may occur while chartering the vessel or otherwise participating in the trip.

I understand that this Full and Complete Waiver and Liability Release Form shall be construed broadly to provide a full and complete release and waiver of liability to the maximum extent permissible under applicable law. If any portion of this Form and Agreement is found to be unenforceable by a court or other body of competent jurisdiction, such portion of the Form and Agreement shall be severed as possible and the remainder of the Form and Agreement enforced. **I hereby certify that I have read this document and understand its contents.**

Charteree Signature (or legally authorized parent/guardian for minor) _____

Charteree Printed Name _____

Date _____

NOTE: A separate Waiver and Liability Release Form must be completed for every Charteree.