

BOCILLA BLUE CHARTERS

MASTER ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

NOTICE: THIS IS A LEGALLY BINDING CONTRACT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO SUE BOCILLA BLUE CHARTERS, ITS OWNERS, CAPTAINS, AND CREW FOR ANY INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH ARISING FROM YOUR PARTICIPATION. READ CAREFULLY BEFORE SIGNING.

1. PARTIES & SCOPE OF AGREEMENT

In consideration of being permitted to board, ride upon, navigate with, or otherwise participate in any capacity in boat charters, eco-tours, fishing excursions, water transit, swimming, snorkeling, or related marine activities provided by **Bocilla Blue Charters**, its owners, directors, officers, captains, crew members, independent contractors, employees, and agents (collectively referred to herein as the "Released Parties"), I, the undersigned participant (and/or legal guardian on behalf of minor participants), hereby freely and voluntarily enter into this comprehensive Release of Liability and Indemnity Agreement.

2. ACKNOWLEDGMENT & ASSUMPTION OF INHERENT MARINE RISKS

I understand, acknowledge, and accept that boating, marine excursions, and water-based activities inherently involve numerous obvious and hidden risks, dangers, and hazards that cannot be fully eliminated regardless of the level of safety, care, or seamanship exercised by the Released Parties. These risks include, but are not limited to:

- Perils of the Sea & Weather:** Unpredictable, sudden, or severe changes in weather and sea conditions, high winds, rough waters, heavy wakes, tidal currents, severe storms, lightning, and sudden squalls.
- Vessel Operations & Movement:** Boarding and disembarking the vessel from docks, floating piers, beaches, or tender boats; moving about a moving, rocking, or wet deck; collision with fixed objects, reefs, or other vessels; machinery or steering failure.
- Physical & Environmental Hazards:** Slip-and-fall hazards on wet or slick surfaces; marine life encounters (including jellyfish, stingrays, sharks, and venomous organisms); sharp fishing hooks, lines, equipment, or heavy tackle; sun exposure, dehydration, heat stroke, and hypothermia.
- Water Activities:** Risks associated with swimming, snorkeling, diving, or entering open water, including drowning, near-drowning, or cardiac events induced by exertion or cold shock.

I knowingly, freely, and expressly assume all risks associated with participation, whether known or unknown, foreseen or unforeseen, including those arising from the ordinary negligence of the Released Parties.

3. CAPTAIN'S ABSOLUTE AUTHORITY & SAFETY COMPLIANCE

I acknowledge and agree that the vessel's Captain maintains absolute legal authority and final command over the vessel, its navigation, safety protocols, and operational itinerary at all times. I agree to comply strictly with all verbal and posted safety instructions issued by the Captain or crew, including mandatory wearing of Personal Flotation Devices (PFDs) when instructed. The Captain reserves the right, in their sole discretion, to terminate the charter immediately without refund if any passenger engages in unsafe, illegal, abusive, or unruly behavior.

4. WAIVER OF LIABILITY & COVENANT NOT TO SUE

To the fullest extent permitted by maritime and state law, I hereby waive, release, absolve, and forever discharge Bocilla Blue Charters and all Released Parties from any and all claims, demands, damages, liabilities, and causes of action of every kind—whether direct or indirect, known or unknown, in law or in equity—arising out of or connected with personal injury, bodily harm, illness, psychological trauma, property damage, or wrongful death sustained by myself, resulting directly or indirectly from participation in the charter, **including any claims based on the ordinary negligence or gross negligence** of the Released Parties.

5. INDEMNITY, HOLD HARMLESS, AND DEFENSE AGREEMENT

I agree to defend, indemnify, and hold harmless Bocilla Blue Charters and all Released Parties from and against any and all losses, liabilities, claims, lawsuits, damages, costs, or expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from: (a) any damage to the vessel, its gear, or equipment caused by my intentional acts, gross negligence, or failure to follow instructions; or (b) any claim brought against the Released Parties by third parties, family members, or co-participants arising out of my conduct during the charter.

6. EMERGENCY MEDICAL TREATMENT AUTHORIZATION

I certify that I am physically, medically, and mentally fit to participate in a boat charter. In the event of an accident, medical emergency, sudden illness, or injury during the excursion, I hereby authorize the Captain and crew to administer first aid, contact emergency services, or secure emergency medical transport and hospitalization as deemed necessary. I accept full financial responsibility for all ambulance, Coast Guard rescue, hospital, physician, and pharmaceutical expenses incurred on my behalf.

7. ALCOHOL, CONTROLLED SUBSTANCES, AND CONDUCT POLICY

I acknowledge that strict regulations govern boating safety and Boating Under the Influence (BUI). I agree to abide by all federal and state laws regarding alcohol and controlled substances. The Captain retains the absolute right to prohibit or limit alcohol consumption on board and to immediately terminate the charter without refund if illegal drugs or excessive, unsafe alcohol use occurs.

8. PHOTO, VIDEO, AND MEDIA RELEASE

I grant Bocilla Blue Charters, its legal representatives and assigns, the irrevocable, perpetual right and license to use photographs, video recordings, or digital images taken of me or any minor participants during the charter for marketing, advertising, promotional, and website (bocillabluecharters.com) purposes, without compensation or prior approval.

9. GOVERNING LAW, SEVERABILITY & ACKNOWLEDGMENT

This Agreement shall be governed by and construed in accordance with the general maritime law of the United States and the laws of the State of Florida, without regard to conflict of law principles. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

BY SIGNING BELOW, I CERTIFY THAT I HAVE CAREFULLY READ THIS ENTIRE TWO-PAGE AGREEMENT, FULLY UNDERSTAND ITS TERMS, RECOGNIZE THAT I AM SURRENDERING SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND DO SO FREELY, VOLUNTARILY, AND WITHOUT INDUCEMENT.

PARTICIPANT FULL NAME (PRINTED)

DATE OF EXECUTION (MM/DD/YYYY)

PARTICIPANT SIGNATURE

EMERGENCY CONTACT NAME & PHONE

FOR MINOR PARTICIPANTS (UNDER 18 YEARS OF AGE):

Minor's Name & Age:

Parent/Legal Guardian Signature & Date: