



## GENERAL RELEASE AND WAIVER OF LIABILITY

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Purpose of Charter: \_\_\_\_\_

The above Date, Time and Purpose of Charter is collectively referred to herein as the "CHARTER EVENT".

IN CONSIDERATION of being permitted to board the motor vessel "BLUE", EACH OF THE UNDERSIGNED, for and on behalf of himself and his descendants, ancestors, dependents, heirs, personal representatives and executors (individually and collectively referred to herein as "RELEASOR"):

1. HEREBY releases, waives, discharges and covenants not to sue Blue Ocean Enterprises, LLC (doing business as Blue Ocean Charters), the boat owners, captain, crew, and any other persons or entities, and each of them, their directors, officers, agents and employees (all collectively referred to herein as "RELEASEE") regarding the CHARTER EVENT from all liability to RELEASOR for any and all loss or damage, and any claim or demands therefore, on account of injury to the person or property or resulting in the death of RELEASOR arising out of or related in any respect to the CHARTER EVENT, whether caused by the negligence of RELEASEE or otherwise.
2. HEREBY agrees to indemnify and save and hold harmless RELEASEE from any loss, liability, damage, or cost RELEASOR may incur arising out of or related in any respect to the CHARTER EVENT, whether caused by the negligence of RELEASEE or otherwise.
3. HEREBY assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related in any respect to the CHARTER EVENT, whether caused by the negligence of RELEASEE or otherwise.
4. HEREBY acknowledges that the activities of the CHARTER EVENT are potentially dangerous and involves the risk of serious physical injury, death and/or property damage. RELEASOR also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures by RELEASEE or others.
5. HEREBY agrees that should RELEASOR elect to venture outside the vessel's lifelines, RELEASOR does so entirely at RELEASOR's own risk. RELEASOR assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to such activities, whether caused by the negligence of RELEASEE or otherwise.
6. HEREBY agrees that to the extent permitted by law, RELEASOR specifically agrees not to commence any legal action against RELEASEE arising out of or in connection with the CHARTER EVENT. To the extent permitted by law, RELEASOR expressly agrees that if RELEASOR commences such an action in violation of this Agreement, RELEASOR shall indemnify RELEASEE for the full and complete costs of defending such an action and enforcing this Agreement, including reasonable attorneys' fees (whether incurred in a third party action or in an action to enforce this Agreement), court costs, and other related expenses. This Agreement does not act as a waiver or release of any complaints or charges that RELEASOR cannot by law waive or release. Notwithstanding, by executing this Agreement, RELEASOR is expressly waiving RELEASOR's ability to obtain relief of any kind from RELEASEE to the extent permitted by law.

