

BLUE OCEAN



CHARTERS

Channel Islands, CA

PARENT / LEGAL GUARDIAN RELEASE AND WAIVER OF LIABILITY

I, _____ am the parent/legal guardian of
_____ who is _____ years of age, I hereby grant permission to
board the Motor Vessel Blue under the supervision of _____ on
_____ 20_____.

IN CONSIDERATION of the above minor being permitted to board the motor vessel "BLUE", THE UNDERSIGNED PARENT/GUARDIAN, for and on behalf of said minor and himself and said minor's descendants, ancestors, dependents, heirs, personal representatives and executors (individually and collectively referred to herein as "RELEASOR"):

1. Acknowledges, agrees and represents that he/she has or will immediately upon boarding 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 regarding the CHARTER EVENT(S) and each of them, their directors, officers, agents and employees, all for the purpose herein referred to as "RELEASEES" from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin 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 the undersigned arising out of or related to the CHARTER EVENT(S), whether caused by the negligence of the RELEASEES or otherwise.
2. HEREBY agrees to indemnify and save and hold harmless the RELEASEES and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the CHARTER EVENT(S) whether caused by the negligence of the RELEASEES or otherwise.
3. HEREBY assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the CHARTER EVENT(S) whether caused by the negligence of RELEASEES or otherwise.
4. HEREBY acknowledges the activities of the CHARTER EVENT(S) are potentially dangerous and involve the risk of serious injury and or death and/or property damage. Each of the undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures by the RELEASEES.
5. HEREBY agrees that should the RELEASOR elect to venture outside the vessel's lifelines, they do so entirely at their own risk. RELEASOR assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to these activities whether caused by the negligence of the RELEASEE or otherwise.

6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, including negligent rescue operations and is intended to be as broad and inclusive as permitted by the laws of the United States or State in which the CHARTER EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. HEREBY agrees that the RELEASEE'S maximum liability, for any reason whatsoever, will be limited to the amount paid by the RELEASOR for the charter. If any international convention applies to, or governs, any of the services or facilities included in RELEASOR'S charter arranged or provided by RELEASEE and RELEASOR makes a claim against RELEASEE of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, RELEASEE'S liability to pay RELEASOR compensation and/or the amount (if any) of compensation payable to RELEASOR by RELEASEE will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). For the avoidance of doubt, this means that RELEASEE is to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to RELEASOR'S charter. Other than as set out above, and as is detailed elsewhere in these Terms and Conditions, RELEASEE shall have no legal liability whatsoever to RELEASOR for any loss or damage.

8. HEREBY grants permission to RELEASEE to use any photographs taken while aboard the Vessel while engaged in activities related to the CHARTER EVENT at no cost for the purpose of advertising, promotion or other materials used to promote Blue Ocean Enterprises, LLC doing business as Blue Ocean Charters.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARENTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature: _____

Print Name: _____

Date: _____