

LBI Coastal Charters (TRKE LLC)

COMPLETE LIABILITY RELEASE

I UNDERSTAND THAT THERE ARE INHERENT RISKS WITH CHARTER BOATING, including **BUT NOT LIMITED** to equipment failure, perils of the sea, acts of other participants, adverse sea and weather conditions and I HEREBY ASSUME SUCH RISKS.

I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.

I assert that I am physically fit to ride on a boat and will not hold TRKE LLC or LBI Coastal Charters, or their employees, agents or other associated personal responsible if I'm injured as a result of ANY problems (medical, accidental or otherwise) which occur while riding on the boat.

I fully understand that the involved boat has no medical facilities and that in the event of illness or injury, appropriate medical care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical care facility. I AGREE in advance to these conditions.

The participating LBI Coastal Charters boat and its owner(s) have made no representations to me implied or otherwise, that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid; I would like assistance and WILL NOT hold TRKE LLC or LBI Coastal Charters, their crew or passengers responsible for their actions in attempting the performance or rescue or first aid.

I agree to forever discharge and release TRKE LLC, its employees and agent(s), the owner(s) of the boat TBD and its (their) employees and agents, from any and all responsibility or liability for any and all injuries or damages. I agree NOT to make a claim against or sue any of the above parties for injuries or damages whether they may arise or result from **NEGLIGENCE** or other liability. I further specifically agree, on behalf of myself, my heirs and assigns, to indemnify and hold harmless the released parties for any and all causes of action arising as a consequence of any incidents which might occur as a consequence of my participation in any charter boating activities with or involving the released parties.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNITURE, FOREVER INTO THE FUTURE.

_____ (Name Printed)

_____ (Name Signed). _____ (Date)