**PARTICIPATION AGREEMENT AND WAIVER**

I acknowledge that I (and/or my minor child(ren) if applicable) have requested to participate in a fishing trip and/or recreational tour with H & H Charters. I understand that there are inherent hazards associated with boating and fishing. I understand that such risks include without limitation: loss of or damage to property; injury caused by slipping/falling during boarding and deboarding the vessel; injury caused by slipping/falling while onboard the vessel whether underway or at port; motion sickness; injury due to shifting cargo, rough water, and/or adverse weather conditions; injury caused by hooks, lures, and other fishing gear; injury or death resulting from falling overboard or collision with other vessels or objects.

I understand and acknowledge this vessel is equipped with Coast Guard-approved life vests and I have been instructed on the proper use and location of vests. I understand that safety is of utmost importance while boating and I agree to follow the instructions of the captain and crew in case of emergency.

I understand that H & H Charters may take photographs of me during my fishing trip and/or recreational tour. I consent to the use of such photographs by H & H Charters in its marketing materials.

I affirm that I am in good physical condition for boating and that I am aware of and assume all risks associated with boating and fishing.

On behalf of myself, my heirs, my personal representatives, and assigns, I release, waive, hold harmless, discharge, and covenant not to sue His and Hers Charter, LLC (dba H & H Charters), its officers, members, agents, independent contractors or employees (“Releasees”) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage to property, or bodily injury, including death arising out of my participation a fishing trip and/or recreational tour, regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

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

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Signature (or Signature of Parent or Guardian if Participant is Minor Child)

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Printed Name

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Address and Phone Number

Emergency Contact(s):

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Name(s) and Phone Number(s)