

**Charleston Charter and Yacht**

Date: \_\_\_\_\_ Vessel: Laine Charter Guest: \_\_\_\_\_ Captain: \_\_\_\_\_ Mate: \_\_\_\_\_

**Release and Waiver of Liability, Indemnity Agreement and Assumption of Risk**

All participants must be 18 years old or have a parent or legal guardian sign this release of waiver of liability.

I am aware that participation in a charter with Charleston Charter and Yacht where risks include, but are not limited to, injury or fatality due to immersion underwater, impact with submerged or exposed object, slipping and falling, accident or injuries in remote places without medical facilities, sprains, strains, dislocations or other injuries, exposure to temperature extremes or inclement weather, accidents while traveling to and from charter destinations, dehydration, and other risks that may not be known. I am aware that weather and sea conditions are unpredictable and are dangerous. I am aware that illegal/recreational drugs of any type are not permitted, as well as should if I become inebriated, I will be asked to stop drinking, and offered bottled water and/or soft drinks. I am also aware that If I choose to swim, I am swimming at my own risk, as there is no lifeguard on duty.

In consideration for being permitted to participate in these activities, I AGREE TO:

1. **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE CHARLESTON CHARTER AND YACHT**, Charleston Charter and Yacht event coordinators, employees, all even participants, (herein referred to as **RELEASEES**) for all claims of liability for injury, death, property damage or other loss now or in the future, as a result of my participation in these activities or activities incidental there to even if caused by the negligence of the releasees.
2. **INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from all liability for any injury, death, property damage, or other loss even If caused by the negligence of releasees. I acknowledge the danger in the activities. I am free of any medical condition that might create undue risk in myself or others who might depend on me in these activities.
3. Regarding the Subject, the terms and conditions of the **OWNER’S** yacht insurance policy, in the interest of the **CHARTERER/GUEST**, the **CHARTERER/GUEST** is **NOT** covered as an additional insured.

**IT IS THE INTENTION OF THE AGREEMENT TO EXEMPT AND RELIEFE FROM LIABILITY AND BAR ANY RIGHT TO THE RELEASES FOR PERSONAL INJURY, PROPERTY, DAMANGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE.** I expressly agree that this Release and Waiver of Liability, Indemnity Agreement and Assumption of Risk Agreement is intended to be as broad and inclusive as permitted by the laws of South Carolina and that, if for any portion of the agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I have careful read this agreement and fully understand its contents. I **AM AWARE THAT THIS IS A RELEASE AND WAIVER OF IABILITY TO ALL RELEASEES AND THAT MY SIGNING THIS AGREEMENT, I AM GIVING UP IMPORTANT LEGAL RIGHTS.** I understand and freely sign this agreement that no oral representations, statements of inducements have been made apart from the foregoing agreement. This agreement shall bind my heirs, executors, assigns, legal representatives and family members.

Charterer/Participant Full Name Printed	Charterer/Participant Signature	Date
Witness Full Name Printed	Witness Signature	Date
Captain Full Name Printed	Captain Signature	Date

Additional Guests onboard printed names/signatures:

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